



AGENDA

**Public Hearing and Regular Village Board Meeting
Monday, June 20, 2022 – 4:30 p.m.**

(Website Posting 6/17/22)

PLEDGE OF ALLEGIANCE

I. Call Meeting to Order

PUBLIC HEARING

II. 2022-23 Village Budgets: General, Water, Sewer, Electric

III. Clerk Items

- a. Approve - Public Hearing and Regular Board Meeting Minutes – June 6, 2022
- b. Approve - 2022-23 Village Budget: General
- c. Approve - 2022-23 Village Budget: Water
- d. Approve - 2022-23 Village Budget: Sewer
- e. Approve - 2022-23 Village Budget: Electric
- f. Approve - Main Street Reconstruction Change Order #4
- g. Approve - Lake Placid Volunteer Fire Department Officer Candidates (2)
- h. Approve - US Paracanoe and Spring Canoe Request
- i. Approve - Lacrosse Flags, July 29 – August 10, 2022 (requesting 25)
- j. Approve - Can/Am Flags, October 2022- May 2023
- k. Approve - Village Board Meeting Schedule, July – December 2022
- l. Approve - Village Board Work Session Schedule, July – December 2022

IV. Treasurer Items

- a. Approve - Warrant Affidavit #21 – 2021-22

I. New Business

II. Old Business

III. Mayor Items

IV. Commissioner Reports

V. Public Comment/Press Questions

VI. Adjourn

ART DEVLIN
Mayor
MayorDevlin@villageoflakeplacid.ny.gov

PETER HOLDERIED
MARC GALVIN
JACKIE KELLY
JASON LEON
Trustees



JANET H. BLISS
Village Attorney

ANITA A. ESTLING
Village Clerk
LPClerk@villageoflakeplacid.ny.gov

MINDY GODDEAU
Village Treasurer/CFO
Treasurer@villageoflakeplacid.ny.gov

LAKE PLACID VILLAGE, INC.

2693 MAIN STREET LAKE PLACID, NEW YORK 12946 PHONE 518-523-2597 FAX 518-523-1362

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY given that the Board of Trustees of the Village of Lake Placid will hold a public hearing on Monday, June 20, 2022 at 4:30 p.m. in person and via GoToMeeting for considering the adoption of the 2022-23 Village Budgets. Dial-in information will be provided on the Lake Placid Village website and Facebook page.

A complete copy of the tentative budgets may be found on the Village website at: <http://villageoflakeplacid.ny.gov> or you may obtain a copy at the Village Clerk's Office, 2693 Main Street, Suite 204, Lake Placid, NY 12946.

All interested persons are invited to participate in the public hearing, and will be given an opportunity to be heard.

A handwritten signature in cursive script that reads "Anita A. Estling". The signature is written in dark ink and is positioned above a horizontal line.

Anita A. Estling
Village Clerk

Dated: June 10, 2022



Lake Placid Village, Inc.
Village Board Public Hearing and Regular Meeting Minutes
Monday, June 6, 2022

Minutes of the Lake Placid Village Board of Trustees Public Hearing and Regular Meeting held on the above date at 4:30 pm in the Board Room on the first floor of the Municipal Hall, 2693 Main Street, Lake Placid, NY and via videoconferencing.

Present:	Art Devlin	Mayor
	Peter Holderied	Deputy Mayor
	Jackie Kelly	Trustee
	Jason Leon	Trustee
	Marc Galvin	Trustee
	Anita Estling	Village Clerk
	Mindy Goddeau	Treasurer
	Tracy Hathaway	Deputy Clerk/Deputy Treasurer
	Janet Bliss	Village Attorney

Others:	Lauren Yates	Adirondack Daily Enterprise
	Andrea Iakovidis	
	Kimball Daby	
	Dave Genito	
	Bill Billerman	
	Mike Boutin	
	Sarah Mehner	
	Annie & Brendan Wilson	
	Mary and Marty Schubert	
	3 additional callers	

Mayor Devlin opened the Public Hearing at 4:30 pm and presided over the meeting starting with the Pledge of Allegiance. The Public Hearing Notice was read by the Village Clerk. The notice is made a part of these minutes below:

Please take notice that the Lake Placid Village Board will hold a public hearing on Monday, June 6, 2022 at 4:30 pm, in the main floor meeting room at North Elba Town Hall, 2693 Main Street, Lake Placid, NY, concerning the following Short-Term Rental Moratorium Variance Application:

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- Andrea & Louis Iakovidis – A L I Ventures LLC for a property located at 2177 Saranac Avenue (Tax Map #42.125-2-8.000)

The public is invited to attend in person or online. There will be a GoToMeeting log-in provided on the Village website by end of day Friday, June 3, 2022 at www.villageoflakeplacid.ny.gov.

All interested persons are invited to attend the public hearing and will be given an opportunity to be heard.

Anita Anthony Estling
Village Clerk

Dated and posted: May 25, 2022

Art Devlin (AD): Thank you very much. Would you like to come up here, stay there do whatever you like?

Andrea Iakovidis (AI): So, I'm Andrea Iakovidis. Louis is my brother. We started a company in September called ALI Ventures LLC and we purchased the property at 2177 Saranac Avenue. It is a mixed use property. There is a commercial space. There are four units in addition to that. One of them has a long-term tenant in it and then the other ones are under renovation. How much of this should I go through? Should I just give you an overview?

AD: Whatever you think is important.

AI: So we knew going into purchasing the property that we were going to have to do some amount of renovations. We also knew that there was a gentleman in there that we would probably be going through the eviction process unfortunately. So we purchased the property, we had an inspection, all that good stuff. After we got in there our contractor changed, took a look, had a concern, and found some fire damage that had not been disclosed to us prior to purchase. Fire damage has left two of our units unable to rent which means we had to do more renovations than expected. And the same with the eviction. That happened and the state that we took over that apartment was that we really have to do more renovations there. As far as how the moratorium has affected us. When we took over the building, we really thought, one unit we would just flip right away and then we'd be able to start to generate income right away from that one unit.

AD: When you say flip you don't mean selling you just mean start renting?

AI: Exactly. Just some light improvements, paint, give it a facelift, maybe change a couple of appliances. So within weeks we were hoping to have that work done and then be able to go upstairs to Mike and say, hey Mike, come check this out. But that's not what happened. Because when we did that exploratory demo we found that the beam from the ceiling of the lower unit, which is the floor of the upper unit had structural damage to it, so we had to bring in an architect, an engineer, excuse me, to take a look at it and have his report completed, then we had to fix that for the safety of the building.

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Jason Leon (JL): So I might ask, and I think it might help thread the conversation, the financial hardship, could you go into, however much you are comfortable with, how this has created a financial hardship, as far as the amount of money you have put in versus what you anticipated.

AI: On the eviction side, if you'd like to know more about that I'd say you can talk to the judge. I don't feel comfortable talking about that.

AD: No, I don't think that's what he meant.

AI: As far as the renovations, the income that would have been generated... so the loss due to fire damage with the construction, labor, loss of income was between \$40 and \$50,000. And then as far as the moratorium is concerned, the extended summer loss would probably be about \$25 to 30,000. So that puts us at about \$80,000.

JL: So the initial investment plus the addition how much was that, then the additional cost on top of that, all the renovations? That puts you in a situation that's more dire than normal.?

AI: So we purchased property ??? We were expecting to put in about \$100,000 in renovations. There's different startup costs and things like that that are associated with people buying property. At the end we probably ended up spending between \$200 and 250,000. This is, you know, we have friends in town. This isn't a second home or anything for us. I'm living at a friend's place right now.

AD: This may be off the topic, but when you buy real estate and they don't disclose something and then you get wind of that, do the people who sold it to you have any repercussions about not disclosing the fact or was it before you bought it from them that the damage occurred?

AI: That's something that being a first-time buyer I'm learning about. I don't know enough about it to say whether or not there is any recourse for us.

AD: It would be interesting. You should at least ask that question.

AI: Yes I do want to find out. Because this situation, it is very challenging. And there are problems that sellers, that you do have to disclose.

AD: So when you're all done, your intention is to have a place for you to live on the property? Plus a long-term renter, two short-term and a business?

AI: Correct.

AD: It's a big building I assume? Or else you've got really small apartments?

AI: Yeah, they're somewhere near 550 square feet. So they're not large units, but for somebody to come live in, a couple. Our renter is staying on. She's pretty happy there.

AD: Does anybody have any questions? Do you have any questions for us?

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AI: I don't. I appreciate you taking the time to listen to us and to allow this. If anything comes up...

AD: We obviously have your contact info.

AI: Ok, good thank you.

There was a 21-minute break until the start of the 5:00 pm Village Board Meeting.

Clerk Items

PUBLIC HEARING AND REGULAR BOARD MEETING MINUTES – MAY 16, 2022

Resolution #127 - 2022

On motion by Trustee Leon, seconded by Trustee Kelly, the Board duly resolved as follows: -

To approve the minutes of the May 16, 2022 Public Hearing and Village Regular Board Meeting as presented.

Trustee Holderied, Trustee Kelly, Trustee Leon and Trustee Galvin voted AYE

KOESTER SERVICE AGREEMENT, WASTEWATER TREATMENT PLANT

Resolution #128 – 2022

On motion by Trustee Holderied, seconded by Trustee Leon, the Board unanimously duly resolved as follows: -

To approve the Koester Annual Service Agreement for the wastewater treatment plant in the amount of \$4,778.57.

Trustee Holderied, Trustee Kelly, Trustee Leon and Trustee Galvin voted AYE

MEMORANDUM OF AGREEMENT WITH IBEW

Resolution #129 – 2022

On motion by Trustee Holderied, seconded by Trustee Leon, the Board unanimously duly resolved as follows: -

To approve the Memorandum of Agreement with IBEW regarding Covid-19 pandemic compensation (see ATTACHMENT A.)

Trustee Holderied, Trustee Kelly, Trustee Leon and Trustee Galvin voted AYE

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MEMORANDUM OF AGREEMENT WITH TEAMSTERS LOCAL 687

Resolution #130 – 2022

On motion by Trustee Leon, seconded by Trustee Galvin, the Board unanimously duly resolved as follows: -

To approve the Memorandum of Agreement with the Teamsters Local 687 regarding Covid-19 pandemic compensation (see ATTACHMENT B.)

Trustee Holderied, Trustee Kelly, Trustee Leon and Trustee Galvin voted AYE

MEMORANDUM OF AGREEMENT WITH CSEA

Resolution #131 – 2022

On motion by Trustee Galvin, seconded by Trustee Holderied, the Board unanimously duly resolved as follows: -

To approve the Memorandum of Agreement with CSEA regarding Covid-19 pandemic compensation (see ATTACHMENT C.)

Trustee Holderied, Trustee Kelly, Trustee Leon and Trustee Galvin voted AYE

MEMORANDUM OF AGREEMENT WITH LAKE PLACID PROFESSIONAL FIRE FIGHTERS ASSOCIATION, LOCAL 4608

Resolution #132 – 2022

On motion by Trustee Holderied, seconded by Trustee Leon, the Board unanimously duly resolved as follows: -

To approve the Memorandum of Agreement with the Lake Placid Professional Fire Fighters Association, Local 4608 regarding Covid-19 pandemic compensation (see ATTACHMENT D.)

Trustee Holderied, Trustee Kelly, Trustee Leon and Trustee Galvin voted AYE

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MEMORANDUM OF AGREEMENT WITH LAKE PLACID POLICE BENEVOLENT ASSOCIATION

Resolution #133 – 2022

On motion by Trustee Leon, seconded by Trustee Holderied, the Board unanimously duly resolved as follows: -

To approve the Memorandum of Agreement with the Lake Placid Police Benevolent Association regarding Covid-19 pandemic compensation, pending their signature on the document (see ATTACHMENT E.)

Trustee Holderied, Trustee Kelly, Trustee Leon and Trustee Galvin voted AYE

MEMORANDUM OF AGREEMENT WITH CSEA (SUMMER SHIFTS)

Resolution #134 – 2022

On motion by Trustee Leon, seconded by Trustee Galvin the Board unanimously duly resolved as follows: -

To approve the Memorandum of Agreement with CSEA regarding adjusting summer work hours (see ATTACHMENT E.)

Trustee Holderied, Trustee Kelly, Trustee Leon and Trustee Galvin voted AYE

TRAFFIC CONTROL HIRES (1 of 2)

Resolution #135 – 2022

On motion by Trustee Leon, seconded by Trustee Holderied the Board unanimously duly resolved as follows: -

To approve the mayor's appointment of Catherine Valentine as a full-time Traffic Control Officer with pay and benefits determined by the current CSEA contract. This is a probationary position for the first six months.

Trustee Holderied, Trustee Kelly, Trustee Leon and Trustee Galvin voted AYE

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TRAFFIC CONTROL HIRES (2 of 2)

Resolution #136 – 2022

On motion by Trustee Leon, seconded by Trustee Holderied the Board unanimously duly resolved as follows: -

To approve the mayor's appointment of Michael Boutin as a part-time Traffic Control Officer with pay and benefits determined by the current CSEA contract. This is a probationary position for the first six months.

Trustee Holderied, Trustee Kelly, Trustee Leon and Trustee Galvin voted AYE

ACCOUNTING & ADMINISTRATIVE SUPPORT HIRE

Resolution #137 – 2022

On motion by Trustee Galvin, seconded by Trustee Leon the Board unanimously duly resolved as follows: -

To approve the mayor's appointment of Emily Eckert for the Accounting and Administrative Support position, effective June 9, 2022 at an annual salary of \$47,000 and the standard Village non-union benefits. This is a probationary position for the first six months.

Trustee Holderied, Trustee Kelly, Trustee Leon and Trustee Galvin voted AYE

LAKE PLACID FIBER POLE ATTACHMENT REQUEST

Resolution #138 – 2022

On motion by Trustee Holderied, seconded by Trustee Leon the Board unanimously duly resolved as follows: -

To approve the pole attachment agreement between the Village and Lake Placid Fiber LLC, pending the corrected name for the Village on the insurance certificate and receipt of the surety bond (see ATTACHMENT G.)

Trustee Holderied, Trustee Kelly, Trustee Leon and Trustee Galvin voted AYE

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GEORGIA JONES LEAN-TO REQUEST

Resolution #139 – 2022

On motion by Trustee Leon, seconded by Trustee Holderied the Board unanimously duly resolved as follows: -

To approve the lean-to request at the Village Boat Launch as presented by Georgia Jones. Attorney Bliss asked that an agreement be put into place outlining who owns the structure and who will be responsible for it.

Trustee Holderied, Trustee Kelly, Trustee Leon and Trustee Galvin voted AYE

TONY MODAFERRI RETIREMENT PARTY/MEUA, JUNE 24 – 25, 2022, SYRACUSE, NY

Resolution #140 – 2022

On motion by Trustee Holderied, seconded by Trustee Leon the Board unanimously duly resolved as follows: -

To approve Superintendent Daby to attend Tony Modafferi's retirement party from MEUA, in Syracuse, NY on June 24, 2022, with all related expenses paid for by the Village.

Trustee Holderied, Trustee Kelly, Trustee Leon and Trustee Galvin voted AYE

CAN/AM HOCKEY FLAGS

Resolution #141 – 2022

On motion by Trustee Holderied, seconded by Trustee Leon the Board unanimously duly resolved as follows: -

To approve the hanging of Can/Am banners the following dates at a cost of \$35 per banner per two-week period:

June 16-19
July 3-9
July 10-16
July 17-23
July 25-30
October 6-9

Trustee Holderied, Trustee Kelly, Trustee Leon and Trustee Galvin voted AYE

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JULY 4TH PARADE

Resolution #142 – 2022

On motion by Trustee Leon, seconded by Trustee Galvin the Board unanimously duly resolved as follows: -

To approve July 4 parade as outlined in the request by ROOST.

Trustee Holderied, Trustee Kelly, Trustee Leon and Trustee Galvin voted AYE

LAKE PLACID MARATHON 2023

Resolution #143 – 2022

On motion by Trustee Holderied, seconded by Trustee Leon the Board unanimously duly resolved as follows: -

To table the request for the Lake Placid Marathon 2023, pending workshop discussion.

Trustee Holderied, Trustee Kelly, Trustee Leon and Trustee Galvin voted AYE

HIGHWAY DEPARTMENT HIRE (1 of 2)

Resolution #144 – 2022

On motion by Trustee Leon, seconded by Trustee Galvin the Board unanimously duly resolved as follows: -

To approve the mayor's appointment of Cooper Grady as a Laborer with pay and benefits determined by the current CSEA contract. This is a probationary position for the first six months.

Trustee Holderied, Trustee Kelly, Trustee Leon and Trustee Galvin voted AYE

HIGHWAY DEPARTMENT HIRE (2 of 2)

Resolution #145 – 2022

On motion by Trustee Holderied, seconded by Trustee Leon the Board unanimously duly resolved as follows: -

To approve the mayor's appointment of John Ledwith as a Laborer with pay and benefits determined by the current CSEA contract. This is a probationary position for the first six months.

Trustee Holderied, Trustee Kelly, Trustee Leon and Trustee Galvin voted AYE

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ELECTRIC DEPARTMENT PROMOTION

Resolution #146 – 2022

On motion by Trustee Leon, seconded by Trustee Kelly the Board unanimously duly resolved as follows: -

To approve the promotion of Justin Jordon to First Class Lineman (Step 6) at a pay rate of \$40.39 per hour, as per the union contract.

Trustee Holderied, Trustee Kelly, Trustee Leon and Trustee Galvin voted AYE

HIGH PEAKS CYCLERY MONDAY NIGHT MINI-TRIATHLONS

Resolution #146 – 2022

On motion by Trustee Galvin, seconded by Trustee Holderied the Board unanimously duly resolved as follows: -

To approve High Peaks Cyclery's Monday Night Mini-Triathlons for June 27 – August 15, with requested police support. The July 4 one is scheduled to take place in the morning.

Trustee Holderied, Trustee Kelly, Trustee Leon and Trustee Galvin voted AYE

SPECIAL MEETING

There will be a Special Meeting on Tuesday, June 14, 2022 at 3:30 pm, prior to the start of the scheduled workshop, to discuss and vote on the two variance applications that were heard May 16. Official Public Notice will be given.

Treasurer Items

WARRANT AFFIDAVIT #20 – 2021-22

Resolution #147 - 2022

On motion offered by Trustee Leon, seconded by Trustee Galvin, the Board resolved as follows:-

To approve the payment of Warrant Affidavit #20 – 2021-22 as submitted by the Village Treasurer and reviewed by Trustee Kelly. The affidavit is included below:-

Lake Placid Village, Inc.
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LAKE PLACID VILLAGE, INC.

2693 Main Street, Lake Placid, New York 12946
Phone: 518-523-9952, Fax: 518-523-1362
www.villageoflakeplacid.ny.gov

AFFIDAVIT #20 2021-2022

We, the undersigned, acting as a Board of Auditors to the Village of Lake Placid, NY
do approve that the Village Treasurer is authorized to issue checks as per the presented
and approved Warrant and is also authorized to make the following transfers as listed

Below based on the warrants approved at the Board Meeting on **June 6, 2022**

Checks and bank drafts for 05/17/22-06/06/2022 for Fiscal Year 2021-2022:
Check #'s 61120-61272

TOTAL WARRANT OF ITEMS PRESENTED	\$	1,638,090.62
PLUS: UTILITY REFUND CKS =	\$	673.81
TOTAL WARRANT AND REFUNDS	\$	1,638,764.43
CREDIT - LISTED FUND CASH ACCOUNT		
GENERAL (A1) FUND: A1-0001-0200	-\$	184,106.72
HUD REVOLVING LOAN (CM) 0001-0200	-\$	0.00
ELECTRIC (EE) FUND: EE-0001-0200	-\$	392,902.75
WATER (FX) FUND: FX-0001-0200	-\$	25,260.77
SEWER (G3) FUND: G3-0001-0200	-\$	40,813.94
CAPITAL (H8) FUND: H8-0001-0200	-\$	995,006.44
TRUST & AGENCY (TA): TA-0001-0200	-\$	0.00

Date: June 6, 2022

cat Benu, Mayor
[Signature], Trustee
[Signature], Trustee
[Signature], Trustee
[Signature], Trustee

Audit Review by: [Signature], Board Member Date: 6/5/2022

Attest: [Signature], Village Clerk

Trustee Holderied, Trustee Kelly, Trustee Leon and Trustee Galvin voted AYE

The Treasurer will distribute the tentative budget to all trustees prior to the next workshop. The Clerk will be posting it to the Village website. There will be a Public Hearing on the presented budget on Monday, June 20 at 4:30 pm.

Mayor Items

The Mayor announced Special Hours for the hospital emergency room during July 4 and Ironman weekends. The Clerk will post those to the website and Facebook page.

The Village has received it's annual invite to the Lake Placid run at the Saratoga Race Course on Saturday, August 20. Trustee Galvin will attend.

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Commissioner Reports

Trustee Kelly reported that the RFP is ready for the Comprehensive Plan is ready. The Town and Village attorneys will review it. Each municipality will contribute \$15,000 to the project.

Members of the public were invited to speak and press was invited to ask questions.

EXECUTIVE SESSION

Resolution #148 - 2022

On Motion made by Trustee Leon, seconded by Trustee Galvin, the Board unanimously duly resolved as follows:

To enter into executive session to discuss litigation at 5:30 p.m.

Trustee Holderied, Trustee Leon, Trustee Galvin and Trustee Kelly voted AYE

RETURN TO REGULAR SESSION

Resolution #149 - 2022

On motion made by Trustee Leon, seconded by Trustee Holderied, the Board unanimously duly resolved as follows:

To return to the regular session of the Board meeting at 6:12 p.m.

Trustee Holderied, Trustee Leon, Trustee Galvin and Trustee Kelly voted AYE

MOU AND EASEMENT AGREEMENT

Resolution #150 – 2022

On motion by Trustee Leon, seconded by Trustee Kelly the Board unanimously duly resolved as follows: -

To approve the signing of the MOU and easement agreement with AWH Partners Lake Placid hotel, and payment of \$12,090 to reimburse them for out of pocket expenses.

Trustee Holderied, Trustee Kelly, Trustee Leon and Trustee Galvin voted AYE

Lake Placid Village, Inc.
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ADJOURNMENT

With no further business to come before the Board, a motion to adjourn was made by Trustee Holderied, seconded by Trustee Leon and the meeting was unanimously adjourned at 6:18 pm.

Respectfully submitted,

Anita A. Estling
Village Clerk

MEMORANDUM OF AGREEMENT

Agreement made this ____ day of May, 2022 by and between the Village of Lake Placid (hereinafter "Village") and I.B.E.W. Local Union 1249 (hereinafter "IBEW").

WHEREAS, the Village is appreciative of the dedicated and hazardous services of its employees during the COVID-19 pandemic and wishes to compensate such employees for such dedicated and hazardous services; and

WHEREAS, IBEW is the collective bargaining representative of certain employees of the Village; and

WHEREAS, the Village and IBEW have had discussions regarding the Village's desire to compensate its employees for the dedicated and hazardous services they have provided; and

WHEREAS, the Village and IBEW have reached an agreement and wish to reduce same to writing.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. The Village shall make a one-time hazard duty payment of \$1,000.00 to those employees on the Village payroll continuously from April 1, 2020 through April 1, 2022. Payment shall be made on or before June 15, 2022. Such payment shall be subject to normal and customary withholding requirements.
2. The Village shall, for the 2022-23 fiscal year only, make a longevity payment to qualified employees, to be paid in October of 2022, as set forth in the following schedule:

Years of Service	Longevity Payment Amount
1-2	\$300.00
3-4	\$500.00
5-9	\$700.00
10-14	\$1,000.00
15-19	\$1,200.00
20-24	\$1,500.00
25-29	\$1,800.00
30+	\$2,000.00

3. The longevity schedule set forth in paragraph 2 above shall replace that longevity schedule currently set forth in the parties' collective bargaining agreement for the 2022-23 fiscal year. Unless otherwise agreed by the parties, the longevity schedule shall revert to the longevity schedule contained in the collective bargaining agreement for the 2023-24 fiscal year and thereafter.
4. The terms set forth in the Memorandum of Agreement shall expire, sunset and be of no further effect as of July 31, 2023. It is the intent of the parties that the Village's obligation to make the payment set forth in paragraph 1 and make payment pursuant to the longevity schedule set forth in paragraph 2 above shall not continue after July 31, 2023 even if the parties are unable to reach a successor agreement to the collective bargaining agreement which expires on that date. Under no circumstances shall the Village be required to continue the terms of this agreement beyond July 31, 2023 unless the Village agrees to do so, in writing.

5. This Memorandum of Agreement is subject to ratification by the Village Board of Trustees and the membership of IBEW and shall be of no force or effect if either the Village Board of Trustees or IBEW membership fails or refuses to ratify.
6. Each party hereto shall present this Memorandum of Agreement to their respective appropriate body for ratification no later than May 15, 2022. Should either party fail to present this Memorandum of Agreement to the appropriate body for ratification by that date, this Memorandum of Agreement shall be null and void.

VILLAGE OF LAKE PLACID

Art Devlin

Art Devlin, Mayor

6-9-2022

Date

IBEW

Mark Lawrence

Mark Lawrence, Business Manager

May 20, 2022

Date

MEMORANDUM OF AGREEMENT

Agreement made this ____ day of May, 2022 by and between the Village of Lake Placid (hereinafter "Village") and Teamsters Local 687 (hereinafter "Teamsters").

WHEREAS, the Village is appreciative of the dedicated and hazardous services of its employees during the COVID-19 pandemic and wishes to compensate such employees for such dedicated and hazardous services; and

WHEREAS, Teamsters is the collective bargaining representative of certain employees of the Village; and

WHEREAS, the Village and Teamsters have had discussions regarding the Village's desire to compensate its employees for the dedicated and hazardous services they have provided; and

WHEREAS, the Village and Teamsters have reached an agreement and wish to reduce same to writing.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. The Village shall make a one-time hazard duty payment of \$1,000.00 to those employees on the Village payroll continuously from April 1, 2020 through April 1, 2022. Payment shall be made on or before June 15, 2022. Such payment shall be subject to normal and customary withholding requirements.
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30+	\$2,000.00

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a successor agreement to the collective bargaining agreement which expires on that date. Under no circumstances shall the Village be required to continue the terms of this agreement beyond July 31, 2023 unless the Village agrees to do so, in writing.

5. This Memorandum of Agreement is subject to ratification by the Village Board of Trustees and the membership of Teamsters and shall be of no force or effect if either the Village Board of Trustees or Teamsters membership fails or refuses to ratify.
6. Each party hereto shall present this Memorandum of Agreement to their respective appropriate body for ratification no later than May 15, 2022. Should either party fail to present this Memorandum of Agreement to the appropriate body for ratification by that date, this Memorandum of Agreement shall be null and void.

VILLAGE OF LAKE PLACID

Teamsters

Art Devlin
Art Devlin, Mayor

6-9-2022
Date

[Signature]

Date

MEMORANDUM OF AGREEMENT

Agreement made this ____ day of May, 2022 by and between the Village of Lake Placid (hereinafter "Village") and CSEA LOCAL 1000 (hereinafter "CSEA").

WHEREAS, the Village is appreciative of the dedicated and hazardous services of its employees during the COVID-19 pandemic and wishes to compensate such employees for such dedicated and hazardous services; and

WHEREAS, CSEA is the collective bargaining representative of certain employees of the Village; and

WHEREAS, the Village and CSEA have had discussions regarding the Village's desire to compensate its employees for the dedicated and hazardous services they have provided; and

WHEREAS, the Village and CSEA have reached an agreement and wish to reduce same to writing.

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3-4	\$500.00
5-9	\$700.00
10-14	\$1,000.00
15-19	\$1,200.00
20-24	\$1,500.00
25-29	\$1,800.00
30+	\$2,000.00

3. The longevity schedule set forth in paragraph 2 above shall replace that longevity schedule currently set forth in the parties' collective bargaining agreement for the 2022-23 fiscal year. Unless otherwise agreed by the parties, the longevity schedule shall revert to the longevity schedule contained in the collective bargaining agreement for the 2023-24 fiscal year and thereafter.
4. The terms set forth in the Memorandum of Agreement shall expire, sunset and be of no further effect as of July 31, 2023. It is the intent of the parties that the Village's obligation to make the payment set forth in paragraph 1 and make payment pursuant to the longevity schedule set forth in paragraph 2 above shall not continue after July 31, 2023 even if the parties are unable to reach a successor agreement to the collective bargaining agreement which expires on that date. Under no circumstances shall the Village be required to continue the terms of this agreement beyond July 31, 2023 unless the Village agrees to do so, in writing.

5. This Memorandum of Agreement is subject to ratification by the Village Board of Trustees and the membership of CSEA and shall be of no force or effect if either the Village Board of Trustees or CSEA membership fails or refuses to ratify.
6. Each party hereto shall present this Memorandum of Agreement to their respective appropriate body for ratification no later than May 15, 2022. Should either party fail to present this Memorandum of Agreement to the appropriate body for ratification by that date, this Memorandum of Agreement shall be null and void.

VILLAGE OF LAKE PLACID

Art Devlin
Art Devlin, Mayor

6-9-2022
Date

CSEA

Tommy Dunne
Mark Sweeney

5-16-22
Date

MEMORANDUM OF AGREEMENT

Agreement made this ____ day of May, 2022 by and between the Village of Lake Placid (hereinafter "Village") and Lake Placid Professional Fire Fighters Association, Local #4608 (hereinafter "LPPFFA").

WHEREAS, the Village is appreciative of the dedicated and hazardous services of its employees during the COVID-19 pandemic and wishes to compensate such employees for such dedicated and hazardous services; and

WHEREAS, LPPFFA is the collective bargaining representative of certain employees of the Village; and

WHEREAS, the Village and LPPFFA have had discussions regarding the Village's desire to compensate its employees for the dedicated and hazardous services they have provided; and

WHEREAS, the Village and LPPFFA have reached an agreement and wish to reduce same to writing.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. The Village shall make a one-time hazard duty payment of \$1,000.00 to those employees on the Village payroll continuously from April 1, 2020 through April 1, 2022. Payment shall be made on or before June 15, 2022. Such payment shall be subject to normal and customary withholding requirements.
2. The Village shall, for the 2022-23 fiscal year only, make a longevity payment to qualified employees, to be paid in October of 2022, as set forth in the following schedule:

Years of Service	Longevity Payment Amount
1-2	\$300.00
3-4	\$500.00
5-9	\$700.00
10-14	\$1,000.00
15-19	\$1,200.00
20-24	\$1,500.00
25-29	\$1,800.00
30+	\$2,000.00

3. The longevity schedule set forth in paragraph 2 above shall replace that longevity schedule currently set forth in the parties' collective bargaining agreement for the 2022-23 fiscal year. Unless otherwise agreed by the parties, the longevity schedule shall revert to the longevity schedule contained in the collective bargaining agreement for the 2023-24 fiscal year and thereafter.
4. The terms set forth in the Memorandum of Agreement shall expire, sunset and be of no further effect as of July 31, 2023. It is the intent of the parties that the Village's obligation to make the payment set forth in paragraph 1 and make payment pursuant to the longevity schedule set forth in paragraph 2 above shall not continue after July 31, 2023 even if the parties are unable to reach a successor agreement to the collective bargaining agreement which expires on that date. Under no circumstances shall the Village be required to continue the terms of this agreement beyond July 31, 2023 unless the Village agrees to do so, in writing.

no circumstances shall the Village be required to continue the terms of this agreement beyond July 31, 2023 unless the Village agrees to do so, in writing.

5. This Memorandum of Agreement is subject to ratification by the Village Board of Trustees and the membership of LPPFFA and shall be of no force or effect if either the Village Board of Trustees or LPPFFA membership fails or refuses to ratify.
6. Each party hereto shall present this Memorandum of Agreement to their respective appropriate body for ratification no later than May 15, 2022. Should either party fail to present this Memorandum of Agreement to the appropriate body for ratification by that date, this Memorandum of Agreement shall be null and void.

VILLAGE OF LAKE PLACID

LPPFFA

Art Devlin
Art Devlin, Mayor

6-9-2022
Date

Gregory L. Hayes

5/13/22
Date

MEMORANDUM OF AGREEMENT

Agreement made this 17 day of June, 2022 by and between the Village of Lake Placid (hereinafter "Village") and Lake Placid Police Benevolent Association (hereinafter "LPPBA").

WHEREAS, the Village is appreciative of the dedicated and hazardous services of its employees during the COVID-19 pandemic and wishes to compensate such employees for such dedicated and hazardous services; and

WHEREAS, LPPBA is the collective bargaining representative of certain employees of the Village; and

WHEREAS, the Village and LPPBA have had discussions regarding the Village's desire to compensate its employees for the dedicated and hazardous services they have provided; and

WHEREAS, the Village and LPPBA have reached an agreement and wish to reduce same to writing.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. The Village shall make a one-time hazard duty payment of \$1,000.00 to those employees on the Village payroll continuously from July 15, 2020 through April 1, 2022. Payment shall be made on or before June 15, 2022. Such payment shall be subject to normal and customary withholding requirements.
2. The Village shall, for the 2022-23 fiscal year only, make a longevity payment to qualified employees, to be paid in October of 2022, as set forth in the following schedule:

Years of Service	Longevity Payment Amount
1-2	\$300.00
3-4	\$500.00
5-9	\$700.00
10-14	\$1,000.00
15-19	\$1,200.00
20-24	\$1,500.00
25-29	\$1,800.00
30+	\$2,000.00

3. The longevity schedule set forth in paragraph 2 above shall replace that longevity schedule currently set forth in the parties' collective bargaining agreement for the 2022-23 fiscal year. Unless otherwise agreed by the parties, the longevity schedule shall revert to the longevity schedule contained in the collective bargaining agreement for the 2023-24 fiscal year and thereafter.
4. The terms set forth in the Memorandum of Agreement shall expire, sunset and be of no further effect as of July 31, 2023. It is the intent of the parties that the Village's obligation to make the payment set forth in paragraph 1 and make payment pursuant to the longevity schedule set forth in paragraph 2 above shall not continue after July 31, 2023 even if the parties are unable to reach a successor agreement to the collective bargaining agreement which expires on that date. Under no circumstances shall the Village be required to continue the terms of this agreement beyond July 31, 2023 unless the Village agrees to do so, in writing.

5. This Memorandum of Agreement is subject to ratification by the Village Board of Trustees and the membership of LPPBA and shall be of no force or effect if either the Village Board of Trustees or LPPBA membership fails or refuses to ratify.
6. Each party hereto shall present this Memorandum of Agreement to their respective appropriate body for ratification no later than May 15, 2022. Should either party fail to present this Memorandum of Agreement to the appropriate body for ratification by that date, this Memorandum of Agreement shall be null and void.

VILLAGE OF LAKE PLACID

Art Devlin
Art Devlin, Mayor

6-9-2022
Date

LPPBA

Jesse P. Sumner President
Patrick J. Kane Vice President

6/6/2022
Date

MEMORANDUM OF AGREEMENT

Agreement made this 04 day of June, 2022 by and between the Village of Lake Placid (hereinafter "the Village") and the Civil Service Employees Association, Village of Lake Placid Unit 6803 (hereinafter "the Union").

WHEREAS, the Village and the Union are parties to a collective bargaining agreement with an expiration date of July 31, 2023; and

WHEREAS, the collective bargaining agreement contains language addressing the workday and workweek for employees represented by the Union; and

WHEREAS, the parties have had discussions regarding the modification of the workday and workweek so that employees work four (4) days of ten (10) hours instead of five (5) days of eight (8) hours during a limited period of time in 2022 and have reached an agreement regarding same.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

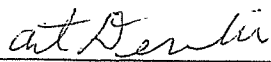
1. Except as set forth in paragraph 2, commencing June 13, 2022 and continuing through Sept 5, 2022 ("the summer period"), employees represented by the Union shall work a ten (10) hours shift starting at 6 am and ending at 4 pm. Employees will continue to receive a lunch break of 30 minutes. The workweek shall be four days. Except in in case of emergency or unusual circumstances, approximately half of the employees will be scheduled to work Monday through Thursday and approximately half the employees will be scheduled to work Tuesday through Friday. The Village shall determine which workweek each employee will work.
2. In any week during the summer period during which a holiday falls, employees shall receive the holiday off and holiday pay of eight (8) hours and work eight (8) hours each

day for the remaining four days in the standard work week. It being the intent of the parties that each employee will receive eight hours of holiday pay and work four (4) days totaling 32 hours the week of a holiday.

3. During the summer period, employees shall receive overtime pay at time and one-half for hours worked in excess of ten (10) hours in one day.
4. During the summer period, employees shall charge ten hours for all days of leave time, including vacation, personal, sick and bereavement leave.
5. The parties expressly acknowledge that it is not their intent to increase the number of hours of leave time employees can use or earn/accrue during the summer period.
6. The terms of this Memorandum of Agreement shall supersede any inconsistent terms contained in the parties' collective bargaining agreement only during the summer period.
7. All terms of this agreement shall sunset and be of no further force or effect at the end of the summer period, unless the parties agree otherwise, in writing. This agreement shall not be considered as creating a past practice.
8. To the extent that issues may arise regarding the implementation of this agreement which the parties did not contemplate, the parties shall work together to amicably resolve same. If the parties are unable to amicably resolve same, the decision of the Village shall be final and such final decision shall not be subject to the grievance procedure contained in the collective bargaining agreement.

[SIGNATURES ON FOLLOWING PAGE]

VILLAGE OF LAKE PLACID



Art Devlin, Mayor

CSEA



, President

**POLE ATTACHMENT AGREEMENT
BETWEEN THE
VILLAGE OF LAKE PLACID
AND
LAKE PLACID FIBER LLC**

Dated: ???????, 2022

POLE ATTACHMENT AGREEMENT

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POLE ATTACHMENT AGREEMENT

THIS AGREEMENT, made as of the ?? day of ????? 2022, between Lake Placid Fiber LLC, a New York Limited Liability Company having its principal office at 4 Barkeater Way (PO Box 864), Lake Placid, NY 12946, (hereinafter called "Licensee") and the Village of Lake Placid, a municipal electric system duly organized and existing under the laws of the State of New York, having its principal office at 2693 Main Street, Lake Placid, New York 12946, (hereinafter called "Licensor") (Collectively "the Parties"), hereby agree as follows:

WITNESSETH

WHEREAS, Licensee for its own use desires to place and maintain cables, equipment and facilities on poles of Licensor; and

WHEREAS, Licensor is willing to permit, to the extent it may lawfully do so, the placement or installation of said cables, equipment and facilities on its poles;

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties do hereby mutually covenant and agree as follows:

ARTICLE I

SCOPE OF AGREEMENT

Subject to the provisions of this Agreement, the Licensor will issue to Licensee for any lawful purpose revocable, nonexclusive licenses authorizing the attachment of Licensee's equipment and facilities to Licensor's poles in the Village of Lake Placid and Town of North Elba, County of Essex, New York.

ARTICLE II
DEFINITIONS

1. Anchor (non-licensed and used by permission of licensor)

A facility consisting of an assembly of a rod secured to a fixed object or plate designed to resist the pull of a guy strand or strands.

2. Anchor Attachment

A guy strand attached to an anchor solely owned or jointly owned by Licensor or for which Licensor is responsible for authorizing attachments.

3. Appurtenance Attachment

Any article of equipment attached to a point on a pole not normally occupied by a strand attachment (i.e., equipment cabinets, terminals, etc.).

4. Drop Poles

Poles placed between the distribution pole line and a customer's building, when a building is located a significant distance from the main distribution pole line and the service drop cables/wires to serve this building require additional support.

5. Licensor

The owner or custodian of a pole and the only party permitted to issue licenses to that pole and authorize attachment to its associated anchor(s).

6. Licensee

The person, corporation or other legal entity authorized by the Licensor under this Agreement to attach its facilities to utility poles and anchors and the party responsible for compliance with Licensor's regulations regarding such accommodations.

7. Licensee's Facilities

The cables and all associated equipment and hardware installed for the sole use of the Licensee.

8. Guy Strand

A metal cable (facility) which is attached to a pole and anchor (or another pole) for the purpose of reducing pole stress.

9. Make-Ready Work (Initial)

All work, including but not limited to rearrangement and/or transfer of existing facilities, replacement of a pole or any other changes required to accommodate the attachment of Licensee's facilities to a pole, or any other changes required to accommodate the attachment of Licensee's facilities to a pole or anchor. Similar work required after initial attachment to a pole solely because of the existence of the Licensee's attachments shall be referred to as "additional make-ready."

10. Other Licensees

Any person, corporation, or other legal entity other than the Licensee herein, to whom the Licensor has or hereafter shall extend an authorization to attach facilities to a pole or anchor.

11. Penalties

Additional charges applied to items of non-compliance with the terms and conditions of the Agreement.

12. Periodic Inspection

Inspections conducted on portions of Licensee's facilities, to determine that attachments are authorized and that attachments are maintained in conformance with the required standards.

13. Pole Attachment

Any of Licensee's facilities in direct contact with or otherwise supported by a utility pole. The parties acknowledge that, solely for purposes of computing rates, the term "Pole Attachment" shall not include "Over-lashed Facilities".

14. Post-Construction Inspection

The work, operations and functions performed to measure and/or visually observe Licensee's attachments, during or shortly after completion of the construction of such facilities, to determine that all attachments have been authorized and construction conforms to the standards required by this Agreement.

15. Pre-Construction Survey

The work, operations and functions performed in order to process an application for pole and anchor attachments to the point just prior to performing any necessary make-ready work. There are two elements of the Pre-Construction Survey: (a) field inspection of the existing facilities, and (b) administrative effort required to process the application and prepare the make-ready work order.

16. Subsequent Inspections

Inspections performed to confirm the correction of non-conformance to specification that are observed during Post Construction Inspections.

15. Suspension Strand (messenger cable)

A metal cable attached to a pole and used to support facilities.

16. Utility Pole

A pole solely owned by the Licensor and used to support its facilities, and the facilities of other licensee's.

17. Attachment Rate

A specified amount revised periodically, billed annually to the licensee, and payable in advance to the Licensor for each attachment.

18. Over-lashed Facilities

Any of Licensee's Facilities supported by Licensor's utility poles through the process, act or practice of physically tying or otherwise securing said facilities' wiring to other wiring already secured to Licensor's utility poles.

ARTICLE III
GENERAL CONDITIONS

1. Compliance with Applicable Laws

The Licensee shall at all times observe and comply with, and the provisions of this Agreement are subject to, all laws, ordinances and regulations which in any manner affect the rights and obligations of the parties.

2. Rights in Utility Poles

No use, however extended, of a utility pole or payment of any fee or charge required hereunder shall create or vest in the Licensee any ownership or property right in such a pole or anchor.

3. Requirement to Construct and Maintain a Utility Pole and Anchor

Nothing contained herein shall be construed to compel the Licensor to construct, reconstruct, retain, extend, repair, place, replace or maintain any utility pole or other facility not needed for the Licensor's own service requirements.

4. Conversion of Licensor Facilities from Overhead to Underground

If Licensor converts its facilities from overhead to underground or otherwise removes its facilities Licensee is responsible for converting its facilities to underground or otherwise removing them for Licensor's facilities at Licensee's sole cost and expense within four months of Licensor completing the conversion of Licensor facilities. Licensor will provide access to Licensor's trench for installation of Licensee's duct system by Licensee.

5. Other Agreements

Nothing contained herein shall be construed as a limitation, restriction, or prohibition against the Licensor with respect to any agreement(s) and arrangement(s) which the Licensor has entered into, or may in the future enter into, with others not covered by this Agreement, except that authorizations for attachments existing at the time of such future agreements or arrangements shall not be diminished. The rights of Licensee shall at all times be subject to such existing and future agreement(s) or arrangement(s). The Licensor, in negotiating and entering into any such agreement(s) and arrangement(s), shall give due and reasonable regard to the Licensee's potential future interest in Licensee accommodation to a utility pole and anchor to be covered by such future agreement(s) and arrangement(s).

6. Assignment of Rights

Licensee shall not assign, sub-license, sublet or transfer any authorization granted herein, and such authorization shall not inure to the benefit of Licensee's successors or assigns without the prior written consent of the Licensor. In the event such consents are granted by the Licensor, the provisions of this Agreement shall apply to and bind the Licensee's successors and assigns.

7. Permits and Consents

a. Licensee shall be responsible for obtaining from private and/or public authority any necessary easement, right of way, license, permit, permission, certification or franchise to construct, operate and/or maintain its facilities on private and public property at the location of the utility pole

and/or anchor to which Licensee attaches its facilities. The Licenser does not warrant the validity or apportionability of any rights it may hold to place facilities on private property. The Licenser will, upon written request by the Licensee, provide available information and either make available for inspection or copies of any documents in its files pertinent to the nature of the rights the Licenser possesses over private property. The cost of providing such information and reproducing documents shall be borne by Licensee.

b. Where Licenser has an easement over a public or private right of way sufficiently broad under New York State law to permit Licensee attachment, Licensee shall not be required to obtain independent permission of the property owner to attach. In any case where the Licenser seeks to obtain any necessary permission from a property owner for Licensee's attachments, the fully allocable costs of such efforts shall be paid by the Licensee along with make-ready costs, if any.

8. This Agreement supersedes all previous agreements between the parties for maintenance and placement of aerial cables, equipment and facilities by the Licensee and constitutes the entire agreement between the parties. It may not be modified or amended nor may any obligation of either party be changed or discharged except in writing signed by the duly authorized officer or agent of the party to be charged. Currently effective licenses, if any, issued pursuant to previous agreements shall remain in effect as if issued pursuant to this Agreement.

9. Any notice to be given to the Licenser and/or the Licensee under this Agreement shall be sent by certified mail and email to:

Kimball Daby
Superintendent of Electric Department
Village of Lake Placid
2693 Main Street
Lake Placid, New York 12946-0301
(518) 523-2021
kdaby@villageoflakeplacid.ny.gov

Lake Placid Fiber LLC
4 Barkeater Way (PO Box 864)
Lake Placid, NY 12946
(518) 523-4237
david@lakeplacidfiber.com

10. If the presence of the Licensee on Licensors' poles causes Licensors to pay any new or additional tax which Licensors would not otherwise pay, Licensee shall reimburse Licensors to the full extent of such new or additional tax, as additional rent, within thirty (30) days of receiving a bill therefor from Licensors. Licensee has the right to review and evaluate changes.

11. This Agreement shall be governed by, and interpreted according to, the laws of the State of New York.

12. Licensee shall use its best efforts to complete attachments requirements under this Agreement within the time frames as specified herein, provided, however, that Licensee may require and seek written approval from Licensors for an extension of any time limitation and Licensors agrees that such authorization shall not be unreasonably withheld.

ARTICLE IV PROCEDURES

1. Application for Authorization

- a. Prior to the Licensee attaching equipment and/or facilities to any utility pole, Licensee shall make written application for and have received an authorization therefor. (Exhibit A .)
- b. Licensee shall file applications for pole attachment authorizations which designate a desired priority of authorizations in blocks of 25 poles or less unless otherwise agreed to by the Licensors.
- c. The Licensors will accept applications on a first-come, first-served basis and shall attempt to satisfy the designated priority of completions.

2. Specifications

a. Licensee's facilities shall be placed, maintained, relocated or removed in accordance with the requirements and specifications of the current editions of the Bell Operating Companies Manual of Construction Procedures (Blue Book), the National Electrical Code (NEC), the North East Reliability Council (NERC), the National Electrical Safety Code (NESC), the rules and regulations of the Occupational Safety and Health Act (OSHA) and any governing authority having jurisdiction. Where a difference in specification may exist, the more stringent shall apply. Licensee's facilities shall not physically, electronically or inductively interfere with the Licensor's facilities.

b. If any part of Licensee's facilities is not placed, maintained or relocated in accordance with the above requirements and specifications, and if Licensee fails to correct said conditions within thirty (30) days written notice to the Licensee, the Licensor may correct said conditions. However, when such conditions pose an immediate threat to the safety of the Licensor's employees or the public, interfere with the performance of the Licensor's service obligations, or pose an immediate threat to the physical integrity of the pole plant, the Licensor may perform such work and/or take such action that the Licensor deems necessary without prior notice to Licensee. The cost of said work and/or actions shall be borne by Licensee.

(1) Where such work and/or actions entail new or additional attachments to the Licensor's anchors, authorizations for such attachments shall be issued by the Licensor. Licensee's privileges and obligations with respect to authorizations so issued shall be as provided in this Agreement.

(2) Where such work and/or actions entail the placement of and attachment to anchors for the Licensee's sole use, these anchors may, at Licensor's option, be the property of the Licensee.

In either (1) or (2) preceding, the guy strand shall be the property of the Licensee.

3. Pre-Construction Surveys and Make-Ready Work

a. Within forty-five (45) days from filing a complete application, a pre-construction survey will be completed for each pole and anchor for which attachment is requested to determine the adequacy of the pole and anchor to accommodate Licensee's facilities. At the option of Licensor, the field inspection will be performed:

(1) by representatives of the Licensor with optional participation by other Licensees and the Licensee, or

(2) by Licensee, after first requesting and receiving written notice by the Licensor of its permission for Licensee to perform said field inspection. If the field inspection is performed by Licensee, the Licensee shall, prior to commencement of the field inspection, obtain from the Licensor information as to the Licensor's planned future construction on the poles involved. Licensee shall furnish the required field inspection data to the Licensor in a format specified by the Licensor.

The field inspection data shall be of an accuracy and completeness necessary to permit the performance of make-ready and other work required to accommodate Licensee's facilities in a manner consistent with the requirements of Article IV (2.) ("Specifications") and IV (3.) ("Pre-Construction Surveys and Make-Ready Work"), subparagraph c. The Licensee and Licensor may employ contractors to perform the field inspection.

b. Licensee shall pay the Licensor at the time Licensee furnishes the field inspection a prepayment towards data and administrative handling charge of \$40.00 per pole .

c. In the event the Licensor determines that a utility pole to which Licensee desires to make attachments is inadequate or that a pole needs rearrangement of the existing facilities thereon to accommodate the facilities of Licensee, within fourteen (14) days of the pre- construction survey's completion the Licensor will inform Licensee in writing of the estimated cost of the required make-ready work. Estimated charges for make-ready work, the cost of surveys and/or inspections, shall be charged at the employee's hourly rate with overheads as specified in the Schedule of Costs.

d. The Licensor shall specify the point of attachment on each of the utility poles to be occupied by Licensee's equipment and/or facilities. Where multiple Licensee's attachments are involved, the Licensor will attempt, to the extent practical, to designate the same relative position on each pole for each Licensee's facilities.

e. Licensee shall have fourteen (14) days from the receipt of written notification from the Licensor of the costs of make-ready work to accept and pay all make-ready costs.

f. Licensor shall make their best effort to perform any required make-ready work within forty-five (45) days of Licensor's receipt of Licensee's estimated make ready work cost payment. Licensor shall inform Licensee in writing within three days of Licensor's make ready work completion. Licensee shall also reimburse the owner(s) of other facilities attached to said poles or anchors for any expense incurred by them in transferring or rearranging such facilities to accommodate Licensee's facilities.

g. Should the Licensor or other Licensee, for their own service requirements, need to attach additional facilities to any utility pole or anchor to which Licensee is attached, Licensee will either rearrange its facilities on the pole or anchor or transfer them to a replacement pole or anchor as determined by the Licensor so that the additional facilities of the Licensor, or other Licensee may be attached. Licensee shall not be required to bear any of the costs of rearranging or transferring its facilities if such rearrangement or transfer is required as a result of an additional attachment or modification of an existing attachment sought by any other Licensees. Any rearrangement/transfer costs by another Licensee shall be borne by the entity or entities requesting the rearrangement or transfer. Licensee shall be solely responsible for collecting any rearrangement/transfer costs incurred pursuant to this paragraph. Licensor shall, upon receipt of written request, provide Licensee with any information in Licensor's possession which may facilitate Licensee's collection of such costs. If Licensee does not rearrange or transfer its facilities within sixty (60) days after receipt of written notice from the Licensor requesting such

rearrangement or transfer, the Licensor, or other Licensee may perform or have performed such rearrangement or transfer and Licensee shall pay the cost thereof. The foregoing shall not preclude Licensee from thereafter seeking reimbursement of such rearrangement/transfer costs as if it had performed the work in accordance with this paragraph.

h. In an emergency, the Licensor may rearrange or temporarily remove Licensee's facilities attached to a utility pole and/or anchor without disruption of services or damage to licensee facilities without prior approval by licensee engineering group, unless the emergency situation precludes prior approval and/or disruption of services.

i. Upon written notice from Licensor, Licensee shall promptly rearrange and/or transfer its attachments and/or anchors as required by Licensor to permit Licensor to perform any routine maintenance, including replacement of worn or defective poles, guys or anchors. Licensee shall be responsible for all costs associated with such rearrangements/transfers of its facilities unless such rearrangement is due to the requirements of a third party; in such case, the third party shall be responsible.

j. Authorization to attach a guy strand to an existing utility anchor shall be granted where adequate capacity is available. Should the Licensor, or another Licensee for its own service requirements need to increase its load on the anchor to which Licensee's guy strand is attached, and where a larger anchor is required that would not have been necessary but for the attachment of Licensee's guy strand, Licensee will either rearrange its guy strand on the anchor or transfer it to a replacement anchor as determined by the Licensor. The cost of such rearrangement/transfer shall be borne by the Licensee. If Licensee does not rearrange or transfer its guy strand within thirty (30) days after receipt or written notice from the Licensor regarding such requirement, the Licensor or Joint User may perform, or have performed, the work involved and Licensee shall pay the cost thereof.

k. Licensee shall notify the Licensor in writing before adding to, relocating, replacing or otherwise modifying its equipment and/or facilities on a utility pole or anchor.

l. When additional make-ready or related work is required as a result of circumstances beyond anyone's control, including but not limited to storms, vehicular accidents, or public work projects, Licensee is responsible for the timely repairing, relocating or replacing of its own facilities.

m. Unless prevented from doing so by circumstances beyond Licensors reasonable control, including, but not limited to acts of god, fire, strikes, embargo, equipment or labor shortage, seasonal limitations on construction, acts or inaction of the Government, or acts or inaction of a joint owner, joint user or other Licensee, and subject to the quantity limitations set forth in paragraph (1) (c) of this Article, Licensors shall reasonably attempt to adhere to the following timetable in the performance of pre-construction and make-ready work:

(1) Upon receipt of a written application (Exhibits A), Licensors shall verify pole ownership and perform a pre-survey with all affected parties, unless Licensee opts to perform the pre-survey for itself. Licensors shall determine whether Licensee's proposed attachment or anchor can be accommodated and determine what, if any, make-ready work is required for Licensee's proposed attachments and/or anchors. Licensors shall complete these tasks within forty-five (45) days of receipt of Licensee's written application.

(2) Licensors shall make its best effort to complete all its make-ready work which does not involve pole replacements within forty-five (45) days of receipt of the estimated make-ready work costs. For make-ready work involving pole replacements, Licensors shall attempt to complete all its make-ready work within ninety (90) days of receipt of payment by Licensee of the estimated make-ready work costs. The foregoing make-ready commitments shall apply solely to make-ready work to be performed by Licensors. These commitments shall not apply to make-ready work to be performed by other Licensees. If at the expiration of the time limits set forth in this subsection the Licensors cannot complete the make-ready work, Licensee may elect to perform the necessary make-ready work provided, however, that Licensee shall notify Licensors of its election and allow thirty (30) days during which Licensors may complete the make-ready work.

4. Inspections of Licensee's Facilities

a. The Licensor reserves the right to make post-construction, subsequent and periodic inspections (of any part or all) of Licensee's facilities attached to Licensor's poles and/or anchors. Except as provided in Subsection c, below, the number of annual inspections shall not exceed ten (10) percent of Licensee's existing poles attachments.

(1) Where such inspection by the Licensor has been completed and Licensee is notified of non-complying conditions Licensee shall be obligated to correct such non-complying conditions within fifteen (15) days of the date of the written notice from the Licensor. If corrections are not completed within said fifteen (15) day period, attachment authorizations for the poles where non-complying conditions remain uncorrected shall terminate forthwith, regardless of whether Licensee has energized the facilities attached to said poles, and Licensee shall remove its facilities from said poles in accordance with the provisions of Article VII. No further attachment authorizations shall be issued to Licensee until such non-complying conditions are corrected or until Licensee's facilities are removed from the poles and/or anchors where such non-complying conditions exist.

b. Licensee may not attach to any Licensor utility pole or facility without explicit written approval by Licensor. Licensee shall provide written notice to the Licensor, at least fifteen (15) days in advance, of the exact pole locations where Licensee's plant is to be constructed and shall also notify the Licensor in writing of the actual dates of attachment, including overlashing, within ten (10) days of the date(s) of such attachment.

c. Subsequent inspections to determine if appropriate corrective action has been taken may be made by Licensor. Licensee shall reimburse the Licensor for the cost of such inspections as specified in Article VIII. Licensor may conduct subsequent inspections in excess of the ten (10) percent limitation set forth in this Section if Licensor reasonably believes that a requested corrective action has not been taken or that a threat to the public health or safety exists.

d. The making of post-construction and periodic inspections or the failure to do so shall not operate to relieve Licensee of any responsibility, obligation, or liability specified in this Agreement.

5. Unauthorized Attachment

a. If any equipment and/or facilities of the Licensee shall be found attached to a pole and/or anchor for which authorization has not been granted by the Licensor, the Licensor, without prejudice to its other rights or remedies under this Agreement, including termination or otherwise, may impose a charge and require the Licensee to submit in writing, within ten (10) days after receipt of written notification from the Licensor of the unauthorized attachment, a pole and/or anchor attachment application. If such application is not received by the Licensor within the specified time period, the Licensee will be required to remove its unauthorized attachment within ten (10) days of the final date for submitting the required application, or the Licensor may remove the Licensee's facilities without liability, and the cost of such removal shall be borne by the Licensee.

b. For the purpose of determining the applicable charge, the unauthorized attachment shall be treated as having existed for a period of three (3) years prior to its discovery or for the period beginning with the date of the initial agreement, whichever period shall be shorter unless Licensor can, to its reasonable satisfaction, establish the time in excess of three years at which Licensee's facilities were installed; and the charges as specified in Article VIII shall be due and payable forthwith whether or not Licensee is permitted to continue the attachment.

c. No act or failure to act by the Licensor with regard to said unauthorized attachment shall be deemed as the authorization of the attachment; and, if any authorization should be subsequently issued, said authorization shall not operate retroactively or constitute a waiver by the Licensor of any of its rights or privileges under this Agreement, or otherwise, provided, however, that Licensee shall be subject to all liabilities, obligations and responsibilities of this Agreement in regard to

said unauthorized attachment from its inception.

6. Drop Poles

a. The provisions of this agreement with respect to application and pre-construction activity shall not apply to drop poles. Licensee shall, however, give notice to Licensor within ten (10) days of attachment to a drop pole.

ARTICLE V

OTHER OBLIGATIONS OF LICENSEES

1. Insurance

a. Licensee shall carry insurance policies issued by an insurance carrier licensed to operate in the State of New York to protect the Licensor and joint users as named or additional insured from and against any and all claims, demands, actions, judgments, costs, and/or expenses, including attorney's fees, and liabilities of every kind and nature which may arise or result, directly or indirectly, from or by reason of such loss, injury or damage as covered in Article VI.

b. The amounts of such insurance:

(1) against liability due to injury or to death of persons shall be not less than \$1,000,000 as to any one person and \$1,000,000 as to any one occurrence, and

(2) against liability due to damage to property shall be not less than \$1,000,000 as to any one occurrence.

c. Licensee shall also carry such insurance as will protect Licensee from all claims under any Worker's Compensation Law in effect that may be applicable.

d. All insurance must be effective before the Licensor shall issue authorizations for attachment of facilities to any utility pole or anchor, and shall remain in force as long as Licensee's facilities remain attached to any utility pole or anchor. In the event that Licensee shall fail to maintain the

required insurance coverage, the Licensor may pay any premiums thereon falling due and the Licensee shall reimburse the Licensor for any such payments made.

e. Licensee shall submit to the Licensor certificates by each company insuring Licensee for all liabilities of Licensee referred to in Article VI. Licensee's insurance policies shall provide that they will not cancel or amend such policy of insurance issued to Licensee except after thirty (30) days' prior written notice to the Licensor and joint user.

f. Licensee shall promptly advise the Licensor of all claims relating to damage to property or injury to or death of persons, arising or alleged to have arisen in any manner, directly or indirectly, by the erection, maintenance, repair, replacement, presence, use or removal of the Licensee's facilities. Copies of all accident reports and statements made to the insurer by the Licensee, or others, shall be furnished promptly to the Licensor.

g. The Licensee at Licensor's option may be self-insured with regard to its liability under the terms of this agreement.

2. Surety Requirements

a. Licensee shall furnish bond or other satisfactory evidence of financial security in an amount specified as follows to guarantee the payment of any sums which may become due to the Licensor for attachment fees due hereunder and any other charges for work performed for Licensee, by the Licensor, including the removal of Licensee's facilities upon termination of any authorization issued hereunder.

b. Licensee shall furnish a cash deposit, bond, irrevocable Letter of Credit or other security satisfactory to the Licensor in the following amounts: Security in the amount of \$40.00 shall be required for each authorized pole attachment. The total amount of security required hereunder shall not be less than \$10,000.

c. If the financial security is in the form of a bond or irrevocable Letter of Credit,

such instrument shall be issued by a Surety Company or Bank satisfactory to the Licensor. The instrument shall contain a provision that the Surety Company or Bank will pay the Licensor within the dollar limits of the instrument any sum demanded by the Licensor as due under this Agreement, whether or not the Licensee contests its liability to pay such sum, and whether or not the Licensor exercises or has exercised any option it may have to terminate. If any such amounts are paid by the Surety Company or Bank, the Licensee shall restore the Surety Bond or Letter of Credit to the full amount required under this Article, within thirty (30) days after notice of such payment is sent to the Licensee.

d. If the security is in the form of a cash deposit, interest at the rate currently paid by the Licensor on deposits shall be credited to the Licensee during the continuance of the deposit. If the Licensee shall fail to pay any sum demanded by the Licensor as due under the provisions of this Agreement, the Licensor shall have the right, without prior notice to the Licensee forthwith to apply any or all amounts on deposit with it to payment of the sum due, whether or not the Licensee contests its liability to pay such sum, and whether or not the Licensor exercises or has exercised any option it may have to terminate. If any such amounts are applied to payment of sums due to the Licensor, Licensee shall restore to its deposit the amounts so applied within thirty (30) days after notice to Licensee of such application.

e. The amount of the bond or the financial security shall not operate as a limitation upon the obligations of the Licensee.

ARTICLE VI
LIABILITY AND DAMAGES

1. The Licensor reserves to itself, its successors and assigns, the right to relocate and maintain its poles and anchors and to operate its facilities in conjunction therewith in such a manner as will best enable it to fulfill its own service requirements. The Licensor shall be liable to Licensee only for and to the extent of any damage caused by the negligence of the Licensor's agents or employees to Licensee's facilities attached to a utility pole or anchor. The Licensor shall not be liable to Licensee for any interruption of Licensee's service or for interference with the operation of Licensee's facilities arising in any manner out of Licensee's use of utility poles or anchors.

2. Licensee shall indemnify, protect and save harmless the Licensor from and against any and all claims, demands, causes of action and costs, including attorneys' fees, for damages to property and injury or death to persons, including payments made under any Worker's Compensation Law or under any plan for employees' disability and death benefits, which may arise out of or be caused by the erection, maintenance, repair, replacement, presence, use or removal of Licensee's facilities by Licensee's employees, agents, or contractors, or by their proximity to the facilities of all parties attached to utility poles or anchors, or by any act or omission of Licensee's employees, agents or contractors.

3. Licensee shall indemnify, protect and save harmless the Licensor from any and all damages, cost and expenses imposed on the Licensor as a result of the presence of the Attachment on the pole and/or acts by the Licensee, its employees, or its agents or contractors, including but not limited to damages, costs and expense of relocating utility poles or anchors resulting from loss of right-of-way or property owner consents and/or the costs and expense of defending these rights.

4. Licensee shall indemnify, protect and save harmless the Licensor from any and all claims, demands and costs, including attorneys' fees, which arise directly or indirectly from the operation of Licensee's facilities, including taxes, special charges by others, claims and demands for damages or

loss for infringement of copyright, for libel and slander, for unauthorized use of broadcast programs, and for unauthorized use of other program material, and from and against all claims, demands and costs, including attorneys' fees, for infringement of patents with respect to the manufacture, use and operation of Licensee's facilities in combination with utility poles, anchors or otherwise.

5. Should the Licenser remove Licensee's facilities from a utility pole and/or anchors under Article VII, the Licenser will deliver to the Licensee the facilities so removed upon payment by Licensee of the cost of removal, storage and delivery, and all other amounts due the Licenser. The Licenser shall have a lien on Licensee's facilities attached to utility poles and/or anchors or removed therefrom, with power of public or private sale, to cover any amounts due the Licenser. Such liens shall not operate to prevent the Licenser from pursuing, at its option, any other remedy in law, equity or otherwise.

ARTICLE VII

TERMINATIONS OF AUTHORIZATIONS

1. In addition to rights of termination provided to the Licenser under other provisions of this Agreement, the Licenser shall have the right to terminate utility pole/or anchor attachment authorizations and rights granted under provisions of this Agreement where:

a. the Licensee's facilities are maintained or used in violation of any law or in aid of any unlawful act or undertaking;

b. the Licensee ceases to have authority to construct and operate its facilities on public or private property at the location of the particular pole or anchor covered by the authorization;

c. the Licensee fails to comply with any of the terms and conditions of this Agreement or defaults in any of its obligations thereunder;

d. the Licensee attaches to a utility pole and/or anchor without having first been issued authorization therefore;

e. the Licensee, subject to the provisions specified in Article III (5.), should cease to provide its services;

f. the Licensee sublets or apportions part of the Licensed pole attachment to an entity not a party to this Agreement. This provision is not meant to include services provided by Licensee to third parties over or through Licensee's facilities.

2. The Licensor will promptly notify the Licensee in writing of any instances cited in Article VII (1.) preceding. The Licensee shall take corrective action as necessary to eliminate the non-compliance and shall confirm in writing to the Licensor within thirty (30) days following such written notice that the non-compliance has ceased or been corrected. If Licensee fails to discontinue such non-compliance or to correct same and fails to give the required written confirmation to the Licensor within the time stated above, the Licensor may terminate the attachment authorizations granted hereunder for utility poles and/or anchors as to which such non-compliance shall have occurred.

3. Pole and anchor attachment authorizations and rights as granted under provisions of this Agreement may be terminated by the Licensor if any of the following events occur and, after written notice by Licensor of the occurrence, Licensee fails to cure within fifteen (15) days:

a. The Licensee's insurance carrier shall at any time notify the Licensor that the policy or policies of insurance as required in Article V will be or have been cancelled or amended so that those requirements will no longer be satisfied;

b. The Licensee shall fail to pay any sum due or to deposit any sum required under this Agreement, or shall fail to maintain satisfactory security as required in Article V (2); or

c. Any authorization that may be required by any governmental or private authority for the construction, operation and maintenance of the Licensee's facilities on a utility pole or anchor is denied, revoked or cancelled.

4. Licensee may at any time remove its facilities from a pole or anchor after first giving the Licensors notice of Licensee's intention to so remove its facilities.

5. In the event of termination of any of the Licensee's authorizations hereunder, the Licensee will remove its facilities from the poles and anchors within thirty (30) days of the effective date of the termination; provided, however, that Licensee shall be liable for and pay all fees and charges pursuant to provisions of this Agreement to the Licensors until Licensee's facilities are actually removed from the utility poles and anchors. If the Licensee fails to remove its facilities within the specified period, the Licensors shall have the right to remove such facilities at the Licensee's expense and without any liability on the part of the Licensors for damage or injury to such facilities or interruption of Licensee's services.

6. When Licensee's facilities are removed from a utility pole or anchor, no attachment to the same utility pole or anchor shall be made until the Licensee has first complied with all of the provisions of this Agreement as though no such pole or anchor attachment had been previously made and all outstanding charges due to the Licensors for such pole or anchor attachment have been paid in full.

ARTICLE VIII RATES AND CHARGES

The Licensee is responsible for payment of all rates, charges and costs as specified elsewhere in this Agreement and as set forth below. Licensee shall be responsible for payment of all charges for pre-construction survey and make-ready work, in advance for work performed or expenses incurred by the Licensors regardless of whether Licensee subsequently withdraws its application for attachment authorizations for the poles and anchors on which such work was performed.

Licensee agrees that, in the event Licensee fails to pay an amount due and owing within the period of time set forth for payment in this Agreement, interest shall accrue on the unpaid balance thereof

at the rate of 1 ½% per month for each month from the expiration of such period until payment is received by Licensor.

1. Attachment Rates

The attachment rate shall be specified in the attached Schedule of Costs.

2. Charges for Make-Ready Work

Estimated make-ready charges shall be billed, payable up to thirty (30) days prior to the commencement of work on individual poles, according to the Licensor's current Schedule of Costs and a final invoice issued upon completion of work. When Licensor employs an outside contractor rather than its own work forces to perform make-ready, Licensee shall pay an amount equal to the contractor's fees plus a premium equal to no more than 10% of those fees. Licensor shall make available copies of all written contracts, agreements, understandings and work orders pertinent to make-ready work performed by such contractors.

3. Charges for Inspections

a. The estimated cost of the post-construction inspection shall be billed in advance with the charges for make-ready work and a final invoice issued upon completion.

b. The cost of Periodic Inspection will be billed to the Licensee upon completion of the inspection by the Licensor.

c. Licensee shall pay the cost of subsequent inspections to insure correction of variances from required construction and maintenance practices, determined to exist through post-construction or periodic inspections.

4. Payment of Rates and Charges

Unless otherwise provided elsewhere in this Agreement, Licensee shall pay all rates and charges, as specified in the Agreement and/or in a current schedule within thirty (30) days from the dates of billing thereof.

ARTICLE IX
LICENSE NOT EXCLUSIVE

Nothing herein contained shall be construed as a grant of any exclusive license, right or privilege to Licensee. Licensor shall have the right to grant, renew and extend rights and privileges to others not parties to this Agreement, by contract or otherwise, to use any poles and/or anchors covered by this Agreement.

ARTICLE X
WAIVER OF TERMS AND CONDITIONS

Failure to enforce or insist upon compliance with any of the terms or conditions of this Agreement or failure to give notice or declare this Agreement or the licenses granted hereunder shall not constitute a waiver or relinquishment of any such term, condition or act but the same shall be and remain at all times in full force and effect.

ARTICLE XI
TERM OF AGREEMENT

This Agreement and the license herein granted to Licensee shall continue in effect for a period of five (5) years commencing with the date hereof (the "Term"). After expiration of the Term, this Agreement shall continue in effect until such time as either party gives the other sixty (60) days prior written notice of termination.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the day and year first above Village of Lake Placid

By: _____

Title: Mayor

Date: _____

Lake Placid Fiber LLC

By: _____

Title: _____

Date: _____

EXHIBIT A

Division: Lake Placid Municipal Electric

Licensee: Lake Placid Fiber LLC

4 Barkeater Way (PO Box 864)

Lake Placid, NY 12946

LP Fiber Engineer:

Application Name:

Application Date:

No. of Poles:

Prepared by:

Pole Attachment Agreement date:

Effective Date of License:

Current annual rate: \$

LPME Work Order No:

Village/Town

Attachment details:

Conductor/Cable diameter

Conductor/Cable weight

Suspension Strand diameter

Suspension Strand weight

Conductor/Cable design stringing tension

Licensors's Representative (Signature):

Date:

Licensee's Representative (Signature):

Date:

Date License Issued:

EXHIBIT A Page 2

Licensee Contact Information		Page						
Name:								
Tel No.:		Lake Placid Municipal Electric						
Cell No.:								
Email:				Type of Licensee: CLEC				
Item	EL div/dist:	Application – Wired Attachment Sheet for Distribution Poles -						
	Municipality: Lake Placid							
	Road/Street	Pole No. Electric	Pole Info Ownership h/p*		Attachment Type Cable Strand Drop Anchor			Remarks
1								
2								
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Licensors Representative (Signature) _____ Date: _____

Licensee's Representative (Signature) _____ Date: _____

Effective Date of License: _____

EXHIBIT B

**NOTIFICATION OF REMOVAL OF POLE
ATTACHMENT BY LICENSEE**

Division: Lake Placid Municipal Electric

Licensee: Lake Placid Fiber LLC

4 Barkeater Way (PO Box 864)

Lake Placid, NY 12946

In accordance with the terms and conditions of the Pole Attachment Agreement between us, dated as of _____, 20 _____, kindly cancel from your records the following poles covered by the licenses indicated from which our attachments were removed on _____, 20 _____

Street/Road	Pole No.	Licence
	Electric	Number

Licensee's Representative:

Licensee's Representative (Signature):

Title:

Licensor's Representative:

Licensor's Representative (Signature):

Title:

Date:

EXHIBIT C RATE SCHEDULE

Labor

Labor expenses will be determined by current employee rates with an additional overhead charge. A copy of current rates with overheads will be provided at Licensees request.

Equipment

All billable time for equipment will be billed at current rates.

Materials

Cost plus 15.8%

Pole Attachment

- Billed annually on January 1st.
- Rates increase 3% per year.
- Partial years will be prorated and rounded up to the nearest month.
- Pole Attachment Fee is \$12 per pole for cable for 2022.
- Pole Attachment Fee is \$8 per pole for apparatus for 2022.

IVAN ZDRAHAL PROFESSIONAL ENGINEERING, PLLC
ENGINEERING AND PLANNING

959 Route 146
Clifton Park, New York, 12065
518-383-0769
www.iza.cc

IVAN ZDRAHAL, PE
Principal

TRANSMITTAL

June 15, 2022

Ms. Anita Estling
Village of Lake Placid
2693 Main Street
Lake Placid, NY 12946

RE: Village of Lake Placid
Main Street Reconstruction Project
Kubricky Construction Corporation
Change Order No. 4

Dear Anita:

Pursuant to the above, I am attaching herewith for processing Changer Order No.4. I have reviewed the Contractor's documentation for the additional work and recommend approval.

Please contact me should you have any questions.

Very truly yours,
IVAN ZDRAHAL PROFESSIONAL ENGINEERING, PLLC
ENGINEERING AND PLANNING



Ivan Zdrahal, P.E.
Principal

Enclosure

cc: Art Devlin, Mayor
Brad Hathaway, DWP Supt.
Mindy Goddeau, Treasurer
Todd Cochran, Kurbrickly Constr. Corp.
S. Olden, Kubricky Constr. Corp.

CHANGE ORDER No. #4

May 25, 2022

MAIN STREET RECONSTRUCTION

OWNER: Lake Placid Village, Inc.

CONTRACTOR: Kubricky Construction Corporation

The following changes are hereby made to the CONTRACT DOCUMENTS:

DESCRIPTION OF CHANGES:	<u>Deduct:</u>	<u>Add:</u>
Additional Approved work by the Contractor		\$ 209,923.91
TOTALS	\$ 0.00	\$ 209,923.91

JUSTIFICATION:

The attached EXHIBIT A provides the Engineer's explanation for the additional work.

CHANGE TO CONTRACT PRICE:

	Decrease in Contract Price	Increase in Contract Price
	<u> </u>	<u> </u>
	<u> </u>	<u> </u>
TOTALS	<u>\$ 0.00</u>	<u>\$ 209,923.91</u>

NET CHANGE IN CONTRACT PRICE

Original Contract Price	\$ 10,035,014.00
Previously Approved Change Orders	<u>\$ 2,391,752.25</u>
Current Adjusted Contract Price	\$ 12,426,766.25
The contract price due to this Change Order Will be Increased / Decreased by	\$ 209,923.91
The new adjusted contract price Including this Change Order	<u>\$ 12,636,690.16</u>

CHANGE TO CONTRACT TIME:

(Must be completed with all change orders
even when no change in Contract Time is made.)

Original Contract Time	Complete by November 2023
Previously Approved Change Orders	NONE
Current Adjusted Contract Time	NONE
The contract time due to this Change Order Will be Increased / Decreased / <u>Unchanged</u>	Complete by November 2023
The new adjusted contract time Including this Change Order will be	Complete by November 2023

This document will become a supplement to the Contract and all provisions will apply hereto.

Requested by: Kubricky Construction Corp.

Date

Recommended by: Ivan Zdrahal, P.E.
Engineer

05-25-2022
Date

Accepted by Thomas Garrett VP OF Administration 6/15/2022
Contractor, President or V.P.
Date

Approved by
Mayor, Village of Lake Placid

Date

EXHIBIT A

Explanation of submitted items:

Item#	Amount of Claim
1. 950.35 Extra Survey due to Design Changes	\$ 15,944.72
<u>Engineers Explanation:</u> This work includes a survey for Mirror Lake Drive and Saranac Ave extensions. This claim is justified	
2. 950.36 Excavate Existing Pavers to Stevens Rd on Saranac Ave	\$ 6,548.35
<u>Engineer's Explanation:</u> The Owner requested this work. This claim is justified.	
3. 950.37 Unmarked Utilities - Fall 2021	\$ 42,584.87
<u>Engineer's Explanation:</u> Main Street Improvements is a reconstruction project through previously developed areas. Due to the nature of the reconstruction project, it is impossible to accurately establish the location of all utilities or previously installed improvements. Conflicts, which must be addressed, create extra construction work and time to accomplish a solution. This claim is justified.	
4. 950.42 Extra Excavation – Large Parking Lot	\$ 8,709.53
<u>Engineer's Explanation:</u> This excavation is for an additional parking area requested by the Owner over the Stormwater Management Practice C. This claim is justified.	
5. 950.43 Install ¾" Conduit for the Village of Lake Placid	\$ 7,489.45
<u>Engineer's Explanation:</u> This work was performed per the request of the Village Electric. This claim is justified.	
6. 950.44 Change in Porous Binder Depth	\$ 15,709.40
<u>Engineer's Explanation:</u> This work included tonnage for the extra two inches of porous binder and for the additional pavement for parking spaces at the end of the large municipal parking area. This claim is justified.	

Explanation of submitted items: (Continued)

Item#	Amount of Claim
7. 950.45 Fill Voids under Sidewalk – Fall 2021	\$ 44,518.33
<u>Engineer's Explanation:</u> During the excavation work for the new sidewalk on the “lake side” of Main Street, numerous cavities adjacent to the existing building were exposed. This work involved sealing those cavities, repairs of existing retaining wall, between the Black Bear restaurant and the “Bead Store” building. This claim is justified.	
8. 950.46 Alter Drainage Structures – Fall 2021	\$ 5,902.61
<u>Engineer's Explanation:</u> Structures delivered for installation required field modification to allow installation due to conflict with unknown utilities. This claim is justified.	
9. 950.47 Curb Changes – Fall 2021	\$ 2,670.73
<u>Engineer's Explanation:</u> The curb was changed to create a wider area for winter maintenance. This claim is justified.	
10. 950.48 Remove Mulch - 2021	\$ 3,329.96
<u>Engineer's Explanation:</u> The Owner requested placement of sod in the center island at 1 Main Street Park. The Contractor removed mulch and installed topsoil. This claim is justified.	
11. 950.49 Roof Drain @ M. Day's Building	\$ 2,207.79
<u>Engineer's Explanation:</u> The Contractor was directed to connect the roof drain downspout to the constructed storm drain system. This claim is justified.	
12. 950.50 Relocate 4” Sanitary Sewer in Small Parking Lot	\$ 8,820.47
<u>Engineer's Explanation:</u> Due to the location of stormwater management Practice B, the existing sewer service had to be redirected to the existing sanitary manhole. This claim is justified.	

Explanation of submitted items: (Continued)

Item#	Amount of Claim
13. 698.01 Asphalt Price Index Adjustment	\$ 22,202.90
<u>Engineer's Explanation:</u> Based on the provision in the Project Manual Specification Section 02511-Asphalt Concrete Pavement, the Contractor is entitled to request this compensation. This claim is justified.	
14. Handrail in Front of Starbucks	\$ 23,284.80
<u>Engineer's Explanation:</u> This handrail is a replacement for the originally proposed planter guards which were not used since all previously proposed planting areas are now paved with cobblestone. This claim is justified.	
Total Amount of Claims	\$ 209,923.91

Change Order No. 4
EXHIBIT A Summary

Based on the above, the following claims are justified:

Item	MURK FORM Number and Description	DEDUCT	ADD	FUNDING SOURCE				
				GI	ISC	DW	RBA	SRF
1	950.35 Extra Survey due to Design Changes		\$ 15,944.72					\$ 15,944.72
2	950.36 Excavate Existing Pavers to Stevens Rd on Saranac Ave		\$ 6,548.35					\$ 6,548.35
3	950.37 Unmarked Utilities - Fall 2021		\$ 42,584.87	\$ 21,292.44	\$ 21,292.43			
4	950.42 Extra Excavation - Large Parking Lot		\$ 8,709.53					\$ 8,709.53
5	950.43 Install 3/4" Conduit for the Village of Lake Placid		\$ 7,489.45					\$ 7,489.45
6	950.44 Change in Porous Binder Depth		\$ 15,709.40		\$ 15,709.40			
7	950.45 Fill Voids under Sidewalk - Fall 2021		\$ 44,518.33	\$ 44,518.33				
8	950.46 Alter Drainage Structures - Fall 2021		\$ 5,902.61		\$ 5,902.61			
9	950.47 Curb Changes - Fall 2021		\$ 2,670.73	\$ 2,670.73				
10	950.48 Remove Mulch - 2021		\$ 3,329.96	\$ 3,329.96				
11	950.49 Roof Drain @ M. Day's Building		\$ 2,207.79					\$ 2,207.79
12	950.50 Relocate 4" Sanitary Sewer in Small Parking Lot		\$ 8,820.47		\$ 8,820.47			
13	698.01 Asphalt Price Index Adjustment		\$ 22,202.90				\$ 22,202.90	
14	Handrail in Front of Starbucks		\$ 23,284.80	\$ 23,284.80				
	TOTALS \$	-	\$ 209,923.91	\$ 95,096.26	\$ 51,724.91	\$ -	\$ 22,202.90	\$ 40,899.84

Lake Placid Volunteer Fire Department
PO Box 569
Lake Placid, NY 12946
(518) 523-3211

Application for Membership

☒ Firefighter

☐ Auxiliary
(Check One)

Date 5/24/2022

1. Cerruti Ciana Y
(Last Name) (First Name) (Middle Initial)

2. 192 Mill Pond Drive
(Address) (Apt./Suite No.)

Lake Placid NY 12946
(City, Town, Village) (State) (Zip)

3. Telephone () ()
(Home) (Work)
(518)
(Cell)

4. Place of Birth China (Necessary for Arson Check)

5. Social Security Number (Necessary for Arson Check)

6. Height 5'5 Weight 119

7. How long have you resided at the above address? Years: 23 Months:

8. How long have you resided in New York State? Years: 23 Months:

9. Are you 18 years of age or older? Yes ☒ No If no state your age.

10. Is additional information about a change in your name or use of an assumed name or nickname necessary to enable a check on your eligibility for membership?

Yes No ☒ If "Yes" explain.

11. Are you currently employed? Yes ☒ No ☐

If "Yes" give employer information below.

May we contact your employer? Yes ☒ No ☐

Name of Company United States Postal Service

Address 2591 Main St, Lake Placid, NY 12946

Telephone (800)275-8777 Supervisor Sean Cassidy

12. Do you have a valid New York State Drivers License? Yes ☒ No ☐

13. Please indicate your availability to participate in normally required fire department activities (meetings, drills and emergency calls).

Please check appropriate time periods.

Weekdays

Days ☐ Evenings ☐ Nights ☒ - See additional information

Weekends

Days Sun Evenings ☐ Nights ☐

14. Previous emergency services experience: (include only fire, rescue, police and emergency medical services).

Name of Agency _____

Address _____

Contact Person _____ Telephone _____

(If additional space is needed, please identify on attached sheet)

15. Have you ever been a member of the United States Armed Forces? Yes ☐ No ☒

If answer is "Yes" did you receive a dishonorable discharge? Yes ☐ No ☐

Dishonorable discharge is not an absolute bar to membership. This and other factors will effect a final membership decision.

If the above answer is "Yes", give complete details in the space provided for additional information on the last page (include service branch and service dates).

16. Have you ever been convicted of or **pled guilty** to a felony, misdemeanor, insurance fraud, arson or a reduction of one of these offenses? Yes ☐ No ☒

If "Yes" give details on the attached sheet.

17. Do you have any pending arrest? Yes _____ No ✓
If "Yes" give details on the attached sheet.

18. Please list the names of any acquaintances that are members of this organization, past or present:

John "Dusty" Smith

19. OSHA regulations require that you pass a physical examination before becoming an interior, structural firefighter. The department's designated physician will provide you with a free medical examination. Will you be willing to undergo a medical examination?
Yes ✓ No _____ - see additional information

20. Please list three character references below:

Name	Address	Phone Number
<u>Billie Jacques</u>	<u>Averyville RD</u>	
<u>Tiffany Healey</u>	<u>Mill Pond Dr</u>	
<u>Dusty Smith</u>	<u>Smith Ln</u>	

ADDITIONAL INFORMATION

➤ Sunday guaranteed to work

➤ Week days vary

➤ Will be using my own personal doctor

➤

➤

WITHIN THE FREEDOM OF INFORMATION LAW, ALL INFORMATION CONTAINED/OR
OBTAINED HEREIN WILL REMAIN CONFIDENTIAL AND WILL BE USED ONLY FOR
INTERNAL MEMBERSHIP PROCESSING.

IN WITNESS WHEREOF, THIS APPLICATION HAS BEEN SUBSCRIBED THIS

24 DAY OF May, 2022 BY THE UNDERSIGNED

APPLICANT WHO AFFIRMS THAT THE STATEMENTS MADE HEREIN ARE
TRUE UNDER THE PENALTIES OF PERJURY.

APPLICANT SIGNATURE Ciana Cerullo

DATE 5/24/2022

PARENT OR GURADIAN SIGNATURE REQUIRED IF UNDER THE AGE OF 18.

PARENT/GUARDIAN SIGNATURE _____

DATE _____

WITNESS _____

DATE _____

PRIVACY NOTIFICATION

Section 94 of the Public Officers Law (Personal Privacy Protection Law) requires that you be notified of the following facts when information which will be maintained in a record system is collected from you.

The authority to request and confirm personal information about you is found in Article 6 of the Executive Law.

The information obtained will:

Be used to determine your qualifications for the position for which you are applying;

Be released to the Fire Chief and your potential supervisors; and

Be maintained in your personnel file (if you become a fire department member) or in your resume file for six months (if you are not a fire department member).

Failure to provide the information or authorize will result in your application not being considered for membership.

The information will be maintained by the Fire Chief of the Lake Placid Fire Department, PO Box 569, Lake Placid, New York, 12946, (518) 523-3211.

Lake Placid Volunteer Fire Department
PO Box 569
Lake Placid, NY 12946
(518) 523-3211

APPLICANT'S AUTHORIZATION FOR RELEASE OF INFORMATION

In order to confirm the information I supplied on my application for membership with the Lake Placid Volunteer Fire Department, I authorize all licensing agencies, educational institutions, law enforcement agencies, present and former employers and the military services to disclose their relevant records about me to the Lake Placid Volunteer Fire Department whether the information be of public, private or confidential nature; and I release them from any liability and responsibility from doing so.

This authorization, in original copy form, shall be valid for this and any future information, reports or updates that may be requested.

I understand that this form will accompany requests for official documents and confirmations of my credentials.

Ciana Ceruti
Applicant Name (Please Print)

Ciana Ceruti
Applicant Signature

5/24/2022
Date

Witnessed by:

Brady Hayes
Name (Please Print)

Brady Hayes
Signature

Fire Driver
Title (Please Print)

5-24-22
Date

For Department Use Only

Date Application Received 5/25 Received By K. Fountain

Date Investigation Committee Notified 5/25

Member Notified Adama Marshall Signature [Signature]



Approved ✓ SM
Denied _____

Date Application Read To Membership 6/7/22

Date Application Voted On By Membership 6/7/22

Approved ✓ SM
Denied _____

Date Application Forwarded to Village Board 7/9/22

Date Application Voted On By Village Board _____

Approved _____
Denied _____

Date Arson Check Forwarded to County _____

Date Of Arson Check Response _____

Date Probation Due to Expire _____

Date Of Probation Review _____

Date Of Final Vote By Membership _____

Approved _____
Denied _____

Any further Information Regarding Application/Voting Process:

Investigation Committee Worksheet

Interviews/Contacts

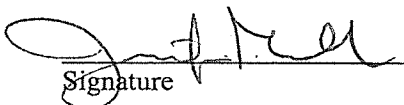
Name:	Phone #	Relationship	Date Contacted
Tiffany Healey		Past Coach	5/30/22
Dusty Smith		Neighbor	5/30/22
Billie Jacques		2nd Mother	5/30/22

Agencies Contacted	Date	Name of Contact

Additional Notes

References stated Ciara is a hard working and determined individual that would be an asset to the fire dept.

Jen Marshall
Committee Member's Name


Signature

5/30/22
Date Completed

NEW YORK STATE USA
DRIVER LICENSE
NOT FOR FEDERAL PURPOSES

Class D

CERRUTI
CIANA, YING
182 MILL POND DR
LAKE PLACID, NY 12946

Sex F Height 5'-03" Eyes BRO

E
E NONE

R NONE

Ciana Cerruti

DOB 03/19/93



New Application

Lake Placid Volunteer Fire Department
PO Box 569
Lake Placid, NY 12946
(518) 523-3211

Application for Membership

☒ Firefighter

☐ Auxiliary
(Check One)

Date 3-9-22

1. Favro Jordan Roger
(Last Name) (First Name) (Middle Initial)

2. 435 Wes Valley Road
(Address) (Apt./Suite No.)

Lake Placid NY 12946
(City, Town, Village) (State) (Zip)

3. Telephone () ()
(Home) (Work)
(518) ()
(Cell)

4. Place of Birth Plattsburgh, NY (Necessary for Arson Check)

5. Social Security Number (Necessary for Arson Check)

6. Height 5, 11 Weight 240

7. How long have you resided at the above address? Years: 31 Months: 4

8. How long have you resided in New York State? Years: 1 Months: 6

9. Are you 18 years of age or older? Yes ☒ No ☐ If no state your age.

10. Is additional information about a change in your name or use of an assumed name or nickname necessary to enable a check on your eligibility for membership?

Yes ☐ No ☒ If "Yes" explain.

17. Do you have any pending arrest? Yes _____ No ✓
If "Yes" give details on the attached sheet.

18. Please list the names of any acquaintances that are members of this organization, past or present:

Too numerous to list

19. OSHA regulations require that you pass a physical examination before becoming an interior, structural firefighter. The department's designated physician will provide you with a free medical examination. Will you be willing to undergo a medical examination?

Yes ✓ No _____

20. Please list three character references below:

Name	Address	Phone Number
------	---------	--------------

Wesley Hoyt	44 Old Waukeek Rd., TL,	
-------------	-------------------------	--

Wayne Lafiesse	14 2nd Second St., TL	
----------------	-----------------------	--

Ryan Thompson	556 Butternut ridge Rd Batavia, NY,	
---------------	--	--

[illegible]

WITHIN THE FREEDOM OF INFORMATION LAW, ALL INFORMATION CONTAINED/OR
OBTAINED HEREIN WILL REMAIN CONFIDENTIAL AND WILL BE USED ONLY FOR
INTERNAL MEMBERSHIP PROCESSING.

IN WITNESS WHEREOF, THIS APPLICATION HAS BEEN SUBSCRIBED THIS

30 DAY OF April, 2022 BY THE UNDERSIGNED

APPLICANT WHO AFFIRMS THAT THE STATEMENTS MADE HEREIN ARE

TRUE UNDER THE PENALTIES OF PERJURY

APPLICANT SIGNATURE 

DATE 4-30-22

PARENT OR GURADIAN SIGNATURE REQUIRED IF UNDER THE AGE OF 18.

PARENT/GUARDIAN SIGNATURE _____

DATE _____

WITNESS _____

DATE _____

PRIVACY NOTIFICATION

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Be used to determine your qualifications for the position for which you are applying;

Be released to the Fire Chief and your potential supervisors; and

Be maintained in your personnel file (if you become a fire department member) or in your resume file for six months (if you are not a fire department member).

Failure to provide the information or authorize will result in your application not being considered for membership.

The information will be maintained by the Fire Chief of the Lake Placid Fire Department, PO Box 569, Lake Placid, New York, 12946, (518) 523-3211.

Lake Placid Volunteer Fire Department
PO Box 569
Lake Placid, NY 12946
(518) 523-3211

APPLICANT'S AUTHORIZATION FOR RELEASE OF INFORMATION

In order to confirm the information I supplied on my application for membership with the Lake Placid Volunteer Fire Department, I authorize all licensing agencies, educational institutions, law enforcement agencies, present and former employers and the military services to disclose their relevant records about me to the Lake Placid Volunteer Fire Department whether the information be of public, private or confidential nature; and I release them from any liability and responsibility from doing so.

This authorization, in original copy form, shall be valid for this and any future information, reports or updates that may be requested.

I understand that this form will accompany requests for official documents and confirmations of my credentials.

<u>Jordan Fera</u> Applicant Name (Please Print)	<u>[Signature]</u> Applicant Signature
<u>4-30-22</u> Date	
Witnessed by:	
<u>Matthew Wood</u> Name (Please Print)	<u>[Signature]</u> Signature
<u>Driver</u> Title (Please Print)	<u>4-30-22</u> Date

For Department Use Only

Date Application Received 4/30/22 Received By K. Fomler

Date Investigation Committee Notified 5/2/22

Member Notified Asst. Chief Williams Signature [Signature]

Approved X jm
Denied _____

Date Application Read To Membership 6/7/22

Date Application Voted On By Membership 6/7/22

Approved ✓
Denied _____

Date Application Forwarded to Village Board 7/9/22

Date Application Voted On By Village Board _____

Approved _____
Denied _____

Date Arson Check Forwarded to County 5/4/22

Date Of Arson Check Response 5/16/22

Date Probation Due to Expire _____

Date Of Probation Review _____

Date Of Final Vote By Membership _____

Approved _____
Denied _____

Any further Information Regarding Application/Voting Process:

5/4/22 Contacted Character References.

Investigation Committee Worksheet

Interviews/Contacts

Name:	Phone #	Relationship	Date Contacted
<u>Wesley Hoyt</u>	<u></u>	<u>Co worker</u>	<u>5/4/22</u>
<u>Wayne Lapiese</u>	<u></u>	<u>Employer</u>	<u>5/4/22</u>
<u>Karen Thompson</u>	<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>	<u></u>

Agencies Contacted	Date	Name of Contact
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>

Additional Notes

Committee Member's Name

Signature

Date Completed

Paid Experience

Essex County Emergency Services, 2021 to current
702 Stowersville Rd, Lewis, NY, 12950
Max Thwaits 518-873-3900

Tupper Lake Volunteer Ambulance, 2012 to current
169 Main St. Tupper Lake, NY, 12986
Rita Mills 518-359-9321

Saranac Lake Volunteer Rescue, 2012 to current
110 Broadway, Saranac Lake, NY, 12983
Ryan Sidell 518-354-9581

Ausable Forks EMS, 2011-2013
26 School Ln, Ausable Forks, NY, 12912
Cory Crahan 518-647-8860

Volunteer Experience

Canton Fire & Rescue, 2017-2018, (No membership status)
77 Riverside Drive, Canton, NY, 13617
Chief Robert Crowe 315-386-4613

First Ward Fire Company 2009-2010, (No membership status)
537 Hastings Rd, South Williamsport, PA
Permanently Closed/Dissolved. Unknown contact point.

Lake Placid Volunteer Ambulance 2008-Current (Exempt Member)
388 Mill Pond Drive, Lake Placid, NY, 12946
Larry Brockway 518-523-9512

Lake Placid Volunteer Fire Dept. 2008 to current (Associate Member)
456 Old Military Road, Lake Placid, NY, 12946

NEW YORK STATE
D.RIVER LICENSE
USA
Governor Andrew M. Cuomo
Commissioner of State Police

FAVRO
JORDAN, ROGER
205 MILL POND DR
LAKE PLACID, NY 12946
Sex M., Height 6'-00", Eyes BRO
E. NONE
R NONE
NOV 00

Organ Donor



Anita

From: Bill Tavares <bill.tavares@usopc.org>
Sent: Friday, June 17, 2022 3:56 PM
To: Art Devlin
Cc: julie.marra@usopc.org; tadelberg@americancanoe.org; shelleyoateswilding@gmail.com; debsmithpage@gmail.com; justin.miller@usopc.org; Anita
Subject: Canoe/Kayak Training
Attachments: Canoe insurance.pdf

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Sir,

I apologize for the first email did not include the start and end date of the Canoe/Kayak Camp. They have requested to check in to the training center on the 17th of July and they will be departing Lake Placid on the 30th of July.

July 18th – July 29th

7 to 8 canoe/kayaks during any one training session.

1 wakeless boat and one John boat. Both 4 stroke engines

On the water training on Mirror Lake.

Mon-Sat 7:30am to 10am

Mon, Tue, Thu, Fri, 3:00pm to 5:00pm

No on Water training on Wed PM and Sat PM, and Sun.

If Lake seems to be congested the Sprint team can move over to Lake Placid as they have done in the past. They would like to keep the Paracanoe team on Mirror Lake due to logistics of moving Para Athletes in and out of the water. The U.S. Olympic and Paralympic training center is in the process of acquiring the proper docks to launch the boats. We would greatly appreciate any suggestions that the Mayor and Village board may have on the location.

Safety of our athletes and the community is our first and foremost concern. That is why it is imperative that we have the two boats not only to coach from but to insure the safety of our athletes and community of Lake Placid. There will be one coach in the John boat and two to three on the wakeless boat. This insures the maximum eyes on the water. Canoe/Kayak understands the need for safety on the water and has trained in Lake Placid in the past.

I will be available for any question during the board meeting on the 20th. I just need a time and location of the board meeting and I will be there.

Thank you,
Bill Tavares



William Tavares | Operation Manager
196 Old Military Rd.
Lake Placid, New York 12946

www.TeamUSA.org

Anita

From: Kevin Leveille <kleveille@summitlacrosseventures.com>
Sent: Friday, June 17, 2022 4:18 PM
To: Anita; Chuck Dobson; Art Devlin
Cc: Kimball Daby
Subject: Re: Main St. Light Post Banners

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

In the interest of approval, maybe we could aim to match Horse Show, and as we dial in the project maybe we don't activate all 25?

Thank you.

Kevin

Kevin Leveille
Brand Manager | Event Manager
Summit Lacrosse Ventures
720.609.2324 x1104
kleveille@summitlacrosseventures.com
www.summitlacrosseventures.com

From: Anita <lpclerk@villageoflakeplacid.ny.gov>
Sent: Friday, June 17, 2022 4:01:54 PM
To: Kevin Leveille <kleveille@summitlacrosseventures.com>; Chuck Dobson <dobson@lakeplacidpd.com>; Art Devlin <MayorDevlin@villageoflakeplacid.ny.gov>
Cc: Kimball Daby <kdaby@villageoflakeplacid.ny.gov>
Subject: RE: Main St. Light Post Banners

Thank you Kevin. I can add this to the agenda but we should get a final tally before it gets approved. Can/Am usually does just 10 flags. The horse show does 25. I'm not sure if Kimball even included the specs for all those. They are the only group that does 25. Kimball, do you have any input on that?

Thanks.

Anita

Anita A. Estling, Village Clerk

Lake Placid Village, Inc.
2693 Main Street, #204
Lake Placid, New York 12946
Phone: 518-523-2584
Fax: 518-523-1321

E-Mail: LPCLerk@villageoflakeplacid.ny.gov

*** **

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confidential and/or exempt from disclosure under applicable law. If you are not the intended recipient, you are hereby notified that any viewing, copying, disclosure or distribution of this information may be subject to legal restriction or sanction. Please immediately notify the sender by email and delete the message. Thank you.

From: Kevin Leveille <kleveille@summitlacrosseventures.com>
Sent: Friday, June 17, 2022 3:48 PM
To: Anita <lpclerk@villageoflakeplacid.ny.gov>; Chuck Dobson <dobson@lakeplacidpd.com>; Art Devlin <MayorDevlin@villageoflakeplacid.ny.gov>
Cc: Kimball Daby <kdaby@villageoflakeplacid.ny.gov>
Subject: Re: Main St. Light Post Banners

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon,

I formally request to hang the attached banners during the dates of July 29 – August 10, 2022, on behalf of the annual Lake Placid Summit Classic. Our intent is to cover a decent breadth of the village/town as our participants travel from all directions and we'd like to maximize the visibility as a sign of unity, celebration, and professionalism. Candidly, I'm not exactly sure what the proper tally is, and we'd be grateful for any guidance based on similar events such as the Horse Show and Can/Am, for example.

Thank you for your attention to this matter.

Kevin

Kevin Leveille
Brand Manager | Event Manager
Summit Lacrosse Ventures
o. 720-609-2324 x1104 | c. 315-748-0396
kleveille@summitlacrosseventures.com
www.summitlacrosseventures.com

From: Anita <lpclerk@villageoflakeplacid.ny.gov>
Date: Friday, June 17, 2022 at 2:20 PM
To: Kevin Leveille <kleveille@summitlacrosseventures.com>, Chuck Dobson <dobson@lakeplacidpd.com>, Art Devlin <MayorDevlin@villageoflakeplacid.ny.gov>
Cc: Kimball Daby <kdaby@villageoflakeplacid.ny.gov>
Subject: RE: Main St. Light Post Banners

I just need an e-mail from you specifying how many banners you're requesting to be hung and the dates. If you get it to me in the next couple hours, I can even have it on Monday's agenda. Otherwise, it'll be on the July 5 agenda.

Thanks!

Anita

Anita A. Estling, Village Clerk
Lake Placid Village, Inc.
2693 Main Street, #204

Anita

From: Matt Kuzniar <kuzniar@canamhockey.com>
Sent: Thursday, June 9, 2022 9:51 AM
To: Anita
Subject: RE: CAN/AM Hockey Banners on Main

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Absolutely. Here you go.

October 20-23, 2022 (Youth Tournament)
October 27-30, 2022 (Youth Tournament)
November 3-6, 2022 (Youth Tournament)
November 10-13, 2022 (Youth Tournament)
November 17-20, 2022 (Youth Tournament)
November 25-27, 2022 (Youth Tournament)
December 1-4, 2022 (Youth Tournament)

February 9-12, 2023 (Pond Hockey)

March 2-5, 2023 (Youth Tournament)
March 9-12, 2023 (Youth Tournament)
March 16-19, 2023 (Youth Tournament)
March 23-26, 2023 (Youth Tournament)

We are working with the Olympic Center on dates for April/May 2023:

April 27-30, 2023 (Adult Tournament)
May 4-7, 2023 (Special Needs Exchange)

Matt Kuzniar
CAN/AM Hockey Group
262.249.1210
www.canamhockey.com

CONFIDENTIALITY: This e-mail (including any attachments) may contain confidential, proprietary and privileged information, and unauthorized disclosure or use is prohibited. If you received this e-mail in error, please notify the sender and delete this e-mail from your system.

From: Anita <lpclerk@villageoflakeplacid.ny.gov>
Sent: Thursday, June 9, 2022 9:40 AM
To: Matt Kuzniar <kuzniar@canamhockey.com>
Subject: RE: CAN/AM Hockey Banners on Main

Hi Matt,

Thanks for this info. Could you spell out the October – December dates just to I have all the weekends and am not missing any? And if you want to give me the 2023 dates, we're happy to take those too. There's a lot going on in the Village, so the sooner everything is on the calendar, the better.

ART DEVLIN
Mayor
MayorDevlin@villageoflakeplacid.ny.gov

PETER HOLDERIED
MARC GALVIN
JACKIE KELLY
JASON LEON
Trustees



JANET H. BLISS
Village Attorney

ANITA A. ESTLING
Village Clerk
LPClerk@villageoflakeplacid.ny.gov

MINDY GODDEAU
Village Treasurer/CFO
Treasurer@villageoflakeplacid.ny.gov

LAKE PLACID VILLAGE, INC.

2693 MAIN STREET LAKE PLACID, NEW YORK 12946 PHONE 518-523-2597 FAX 518-523-1362

REGULAR VILLAGE BOARD MEETING SCHEDULE

JULY THROUGH DECEMBER 2022

PLEASE TAKE NOTICE THAT the Lake Placid Village Board will hold meetings on the following dates and times at the Municipal Hall, 2693 Main Street, Lake Placid, NY, unless otherwise stated, as follows

Regular Meeting	Tuesday	July 5, 2022 5:00 pm Location TBD
Regular Meeting	Monday	July 18, 2022 5:00 pm Municipal Hall
Regular Meeting	Monday	August 1, 2022 5:00 pm Municipal Hall
Regular Meeting	Monday	August 15, 2022 5:00 pm Municipal Hall
Regular Meeting	Tuesday	September 6, 2022 5:00 pm Beach House Meeting Room
Regular Meeting	Monday	September 19, 2022 5:00 pm Municipal Hall
Regular Meeting	Monday	October 3, 2022 5:00 pm Municipal Hall
Regular Meeting	Monday	October 17, 2022 5:00 pm Municipal Hall
Regular Meeting	Monday	November 7, 2022 5:00 pm Municipal Hall
Regular Meeting	Monday	November 21, 2022 5:00 pm Municipal Hall
Regular Meeting	Monday	December 5, 2022 5:00 pm Municipal Hall
Regular Meeting	Monday	December 19, 2022 5:00 pm Municipal Hall

ART DEVLIN
Mayor
MayorDevlin@villageoflakeplacid.ny.gov

PETER HOLDERIED
MARC GALVIN
JACKIE KELLY
JASON LEON
Trustees



JANET H. BLISS
Village Attorney

ANITA A. ESTLING
Village Clerk
LPClerk@villageoflakeplacid.ny.gov

MINDY GODDEAU
Village Treasurer/CFO
Treasurer@villageoflakeplacid.ny.gov

LAKE PLACID VILLAGE, INC.

2693 MAIN STREET LAKE PLACID, NEW YORK 12946 PHONE 518-523-2597 FAX 518-523-1362

VILLAGE BOARD WORKSHOP SESSIONS

JULY THROUGH DECEMBER, 2022

PLEASE TAKE NOTICE THAT Lake Placid Village Board will hold open administrative work sessions on the following dates in the 1st Floor Meeting Room, Town Hall, 2693 Main Street, Lake Placid, NY, unless otherwise stated, as follows

Workshop	Tuesday	July 12, 2022 - 3:30 pm Municipal Hall
Workshop	Tuesday	July 26, 2022 - 3:30 pm Municipal Hall
Workshop	Tuesday	August 9, 2022 - 3:30 pm Municipal Hall
Workshop	Tuesday	August 30, 2022 3:30 pm Municipal Hall
Workshop	Tuesday	September 13, 2022 - 3:30 pm Municipal Hall
Workshop	Tuesday	September 27, 2022 - 3:30 pm Municipal Hall
Workshop	Tuesday	October 11, 2022 - 3:30 pm Municipal Hall
Workshop	Tuesday	November 1, 2022 - 3:30 pm Municipal Hall
Workshop	Tuesday	November 15, 2022 - 3:30 pm Municipal Hall
Workshop	Tuesday	November 29, 2022 - 3:30 pm Municipal Hall
Workshop	Tuesday	December 13, 2022 - 3:30 pm Municipal Hall
Workshop	Tuesday	December 27, 2022 - 3:30 pm Municipal Hall

LAKE PLACID VILLAGE, INC.

2693 Main Street, Lake Placid, New York 12946

Phone: 518-523-9952, Fax: 518-523-1362

www.villageoflakeplacid.ny.gov

AFFIDAVIT #21 2021-2022

We, the undersigned, acting as a Board of Auditors to the Village of Lake Placid, NY
do approve that the Village Treasurer is authorized to issue checks as per the presented
and approved Warrant and is also authorized to make the following transfers as listed

Below based on the warrants approved at the Board Meeting on **June 20, 2022**

Checks and bank drafts for 06/07/22-06/20/2022 for Fiscal Year 2021-2022:

Check #'s 61273-61361

<u>TOTAL WARRANT OF ITEMS PRESENTED</u>	\$	484,491.40
PLUS: UTILITY REFUND CKS =	\$	194.94
TOTAL WARRANT AND REFUNDS	\$	484,686.34
CREDIT – LISTED FUND CASH ACCOUNT		
GENERAL (A1) FUND: A1-0001-0200	-\$	207,800.09
HUD REVOLVING LOAN (CM) 0001-0200	-\$	0.00
ELECTRIC (EE) FUND: EE-0001-0200	-\$	137,643.43
WATER (FX) FUND: FX-0001-0200	-\$	41,727.18
SEWER (G3) FUND: G3-0001-0200	-\$	91,594.49
CAPITAL (H8) FUND: H8-0001-0200	-\$	5,726.21
TRUST & AGENCY (TA): TA-0001-0200	-\$	0.00

Date: _____

_____, Mayor

_____, Trustee

_____, Trustee

_____, Trustee

_____, Trustee

Audit Review by: _____, Board Member Date: _____

Attest: _____, Village Clerk